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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

MR. SAMUEL HENRY DAY, barrister, has been appointed a Master of the King's Bench Division, in the place of Mr. JOSEPH KAYE, deceased. Mr. DAY (who is a son of Mr. Justice DAY) was called to the bar in 1876.

MANY OF our readers will have seen with much regret the announcement of the death, on Tuesday last, of Mr. LAVIE, the late Chancery Registrar. He was a man of exceptional knowledge and ability, and we hope next week to furnish some account of his characteristics.

THE NOVEL proceeding at the meeting last week of the expulsion of a bankrupt member of the Incorporated Law Society, whose discharge had been withheld on the ground that he had not kept proper books and attributed his bankruptcy to gambling, is in every way to be commended. The penalty entailed on the solicitor by his expulsion may not be great, but the publicity given to the sentence of excommunication is a serious matter.

THE OBVIOUS reflection on Earl RUSSELL'S trial is that it affords an instance of much cry and little wool. That all this expense and trouble, summoning of learned judges and peers to perspire in State raiment, and closing of courts to the ordinary litigant, should have been incurred to receive a plea of guilty and decide on the sentence for bigamy is a ridiculous anachronism which it may be hoped will never be repeated. The arguments against the indictment were, it is stated, nearly inaudible, but it may be presumed that they were those which were discussed more than a year ago in this journal (vol. 44, p. 403).

SIX OF the candidates for election as members of the Council of the Incorporated Law Society (not including Mr. HARVEY CLIFTON) have selected their "platform," and have made haste to announce it to the electors. In a circular, dated July, 1901 they state that "The present absence of facilities for obtaining reasonable refreshments in the hall of the institution, which has long been a standing grievance of the country members, is not likely to be remedied until a material change is made in the *personnel* of the Council." Assuming that solicitors are, like the individual in King Henry VIII., men "of an unbounded stomach," this would not be a bad rallying cry. But, as Mr. ELLETT points out in a letter which

we publish elsewhere, the Six Candidates are a little behindhand with their information. The Council have, he says, already taken over the club premises; have opened a room at the Law Institution for tea, coffee, and light refreshments, and have adopted the report of a committee recommending alterations in the society's buildings with the object of affording additional facilities for obtaining refreshments.

THE ENTERPRISING lady who desired to obtain admittance to the Scotch Law Agents' Examination has suffered defeat; the unanimous decision of the whole of the judges of the Court of Session being that women are not eligible to be admitted as law agents. The grounds of the judgment of the second division of the court apply to the question whether a woman can be admitted as a solicitor in England. Under the Act regulating the admission of law agents in Scotland, the court is authorized to admit "persons" to be law agents. This word, as the court admitted, is equally applicable to males and females; but in the case of an ambiguous term, such meaning must be assigned to it as is "in accordance with inveterate usage." No one except a male had ever been admitted as a law agent; hence the court construed the term "person" as meaning "male person." Now, section 10 of the Solicitors Act, 1888, provides that "a *person* who has obtained from the Incorporated Law Society a certificate of having passed a final examination may apply to the Master of the Rolls to be admitted as a solicitor," &c.; hence, according to the judgment of the Scotch court, as a woman has never been admitted a solicitor, the word "person" in the Solicitors Act must read "male person." We have reason to believe that a deplorable accident has prevented the question from being raised in the English courts. Some time ago, if rumour speaks correctly, a gifted lady entered the office of a well-known firm of Lincoln's-inn solicitors, and pursued her studies with an energy and success far exceeding that of the ordinary articled clerk. Everything was promising for a judicial settlement of the question whether she could be admitted to the examinations of the Incorporated Law Society when, sad to say, she took unto herself a husband, and quitted for ever the region of Lincoln's-inn.

RECENTLY, in discussing what constitutes infringement of a patent (*ante*, p. 272), we dealt with the question how far the possession of an infringing article constitutes infringement, and we stated the rule of law on this point, as we considered it then stood, as follows: "Although mere possession in itself of an infringing article is not an infringement, yet where the possession is for trade purposes, you have infringement, and it is quite immaterial whether the possessor is the maker of the infringing article or whether he procures it from someone else." The reason why possession for trade purposes is infringement is because it is in fact a user of the patented invention. On this point the recent case of the *Dunlop Pneumatic Tyre Co.* v. *British and Colonial Motor Co.* (18 R. P. C. 313) is interesting. There the defendants exhibited at the Agricultural Hall certain motor cars on the wheels of which were tyres being infringements of the plaintiffs' patent. These tyres had been put on the cars by the manufacturers by mistake, and there was no intention on the part of the defendants of selling or offering for sale these tyres with the cars. If a car was sold, the infringing tyres would be taken off and non-infringing tyres put on. It was contended for the defendants that they were not, under these circumstances, infringers, but Lord ALVERSTONE held that they were. He said, in effect, that the cars, when exhibited, were supported by the tyres, which were fully inflated, and were serving the purpose of supporting the cars, and that intending purchasers would want to know whether the weight of a car was such that it could be supported by pneumatic tyres. Therefore, the Lord Chief Justice was clearly of opinion that this was a use by the defendants of the patented invention, and he laid down this rule: "If a person uses an invention to present his goods for sale, and intending the thing exhibited to represent what he is going to sell, and if part of that thing is an article which is an infringement and is serving a useful purpose during that time by being exhibited as part of the machine, I think it is a user of the invention."

WE ARE glad to see that the Marine Insurance Bill has been re-introduced in the House of Lords by the Lord Chancellor. The Bill was first introduced by the late Lord HERSCHELL in 1894, and its provisions were considered by a committee which met at first under the presidency of Sir ROBERT REID, then Attorney-General, and afterwards of Lord HERSCHELL himself. It consisted of gentlemen representing the various interests involved—shipowners, average adjusters, and underwriters—and also the draftsman of the Bill, Mr. CHALMERS. The first thirty-three clauses—there are ninety-five altogether—were further examined and passed, with some small amendments, by a Select Committee of the House of Lords, which included the Lord Chancellor, Lord HERSCHELL, Lord WATSON, and Lord ROTHSCHILD. But since the death of Lord HERSCHELL we believe that no one till now has taken charge of the Bill. Meanwhile an interesting statement of the law founded upon its clauses has been published in Messrs. CHALMERS and OWEN'S "Digest of the Law relating to Marine Insurance." The law of marine insurance has been hitherto almost entirely judge-made, and there is always the danger that codification may arrest free and natural development. On the other hand, in a matter commercially so important it is of prime necessity that the law should be certain and readily accessible, and though progress is not to be looked for this session, it is to be hoped, now that Lord HALSBURY has taken the matter up, that it will before long be carried to a successful issue.

OPPORTUNITY has been taken of the passage of the Finance Bill through Committee in the House of Commons to add a clause providing for the difficulty with regard to policies of marine insurance revealed by the recent judgment of BIGHAM, J., in *Royal Exchange Assurance Corporation* v. *Sjoforsakrings Aktie-Bolaget Vega* (*ante*, pp. 592, 597). In practice it is necessary to add to a twelve months' time policy a "continuation clause" to the effect that if the ship should be at sea or abroad at the expiration of the twelve months she shall remain covered by the insurance until arrival at the port of final destination. By section 93 (2) of the Stamp Act, 1891, however, no policy of sea insurance may be made for any time exceeding twelve months. In the case above mentioned a time policy was held void as to the continuation clause, and the law was shewn to be opposed to common commercial practice. Insurance brokers and underwriters saw at once that a way would have to be found for rehabilitating the clause, and a suitable provision has now been inserted in the Finance Bill. "Notwithstanding anything contained in the Stamp Act, 1891"—so runs clause 11—"a policy of sea insurance made for time may contain a continuation clause as defined in this section, and such a policy shall not be invalid on the ground only that by reason of the continuation clause it may become available for a period exceeding twelve months." The continuation clause will attract an additional stamp duty of sixpence, and a further stamp will be required if the risk covered by the clause attaches, the clause being then deemed to operate as a separate contract. The clause concludes with a definition of the "continuation clause."

TWO CASES of interest relating to the duty or the right to repair or reinstate a public bridge have lately been before the courts. In *Attorney-General* v. *Berkshire County Council*, before BUCKLEY, J., on the 20th ult., the point at issue was whether the parish (now represented by the rural district council as highway authority) or the county was liable to repair a bridge erected in the last century. *Primâ facie* the liability to repair a public bridge lies upon the county under the statute 22 Hen. 8, c. 5; but as to bridges which did not exist in the year 1803 this liability is (under 43 Geo. 3, c. 59) limited to bridges constructed to the satisfaction of the county surveyor. In the case under discussion the date of the bridge was clearly established, and the learned judge held that the execution by the parish from time to time of repairs of a trifling nature, and the absence of any evidence of repair by the county, were not sufficient to negative the liability of the county. In *Campbell*

Davys v. *Lloyd* (reported elsewhere), the contention was as to the right to reinstate a public footbridge which had been destroyed, the defendants affirming that they had the right to reconstruct the bridge and to enter upon the plaintiff's land for the purpose, and the plaintiff denying the existence of such a right. The defendants could not put their alleged right any higher than that of the right of an ordinary member of the public to put a highway in such a state as to make it passable. The right of a passenger along a highway to remove an obstruction which prevents his user of the road is clear: see *James* v. *Hayward* (Cro. Car. 184), in which case a passenger was held to be justified in removing a gate which had been erected across a public road. But even in such cases it is more prudent to obtain a judicial decision as to the unlawfulness of the obstruction before removing it: see *Bagshaw* v. *Buxton Local Board* (1 Ch. D., at p. 224). In the present case, however, there was no nuisance which the defendants could have a right to abate; there was simply nonfeasance (presumably on the part of the highway authority who ought to have maintained the bridge). There was, therefore, no right on the part of any member of the public to restore the bridge. The consequences of deciding otherwise might, as ROMER, L.J., pointed out, have been serious; a highway authority might find themselves forestalled by a private individual restoring according to his own designs a bridge which it would become the duty of the highway authority to maintain.

IT WOULD not be easy to exaggerate the importance of the case of *Rex* v. *Tibbits and Windust*, tried a few days ago at the Bristol Assizes. We had to notice in these columns recently the misconduct of certain newspapers in relation to a murder trial at the Old Bailey. No one can fail to notice the growing eagerness of some papers to pander to the public taste for sensational news. The law is probably strong enough to protect the reputation of individuals, as was shewn by the large damages which a jury gave against a newspaper a few days ago in a case of libel. It remains to be proved, however, whether the law is strong enough to prevent interference with the due course of justice; and that will be shewn when the conviction recorded in the recent case comes before the Court for the Consideration of Crown Cases Reserved. The defendants were the editor and a member of the staff of a certain weekly newspaper, and the indictment charged them with conspiring together and with attempting to pervert the course of justice. Stated shortly, their offence was the publication of items of news concerning certain accused persons whose case excited great public interest, and whose alleged misdeeds had aroused popular resentment. Before trial, even before committal for trial, this paper by the pen of one of the defendants, who was known as a "crime investigator," published particulars of the past life and career of the accused persons. It is difficult to imagine anything more calculated to interfere with the proper trial of a prisoner than such a course. The men who are to try him as jurors of course read the papers. They are ordinary members of society, very often of imperfect education, and probably liable to be considerably influenced by what they read. It is well known with what scrupulous care the English law keeps from the knowledge of a jury dark facts in the life of a prisoner which are not connected with the charge actually being tried. It does not seem tolerable that a newspaper should be allowed to publish to the jury and the world matter which would not be admissible in evidence at the trial, and which tends to prejudice the minds of readers against the accused. It was argued, however, on behalf of the defendants in the recent case that they were not liable to be convicted, as no proof was given that their published statements were untrue, and as there was no proof that they intended to procure a false verdict. Whether such proof was necessary or not will have to be determined by the King's Bench Division. If the defendants are guilty of an offence, it is one at common law, but it is one to which reference is made in section 29 of the Criminal Procedure Act, 1851. That section enables a court to sentence an offender to imprisonment with hard labour for certain misdemeanours, one being conspiracy "to obstruct, prevent, pervert, or defeat *the course* of public justice."

THE CASE of *La Société Anonyme des Anciens Établissements Panhard et Levassor* v. *Panhard-Levassor Motor Co. and Others*, decided by FARWELL, J. (reported elsewhere), is a good example of the lengths to which the spirit of commercial enterprize may be pushed. No actual instance of "passing off" was either alleged or proved, but it is difficult to see for what other purpose the defendant company was incorporated, with a capital of £100, unless there was an intention to prevent the plaintiffs from obtaining a market for goods in England under the name by which they are known in France. When several persons combine together to form a company, and give it a name which has absolutely no connection either with themselves or any business formerly carried on by any of them, the case is different even from the *Day & Martin case* (*Croft* v. *Day*, 7 Beav. 84), where the defendants were at least trading under their own names. The present case is easily distinguishable from *Chivers* v. *Chivers* (17 R. P. C. 420), in which FARWELL, J., said: "Apart from the fraudulent intention to be inferred from the assumption of a name to which a man is not born, and to which the reputation of a well-known and successful trade is attached, every man has a right to trade in his own name so long as he does not use it in such a manner as to represent that he is carrying on his rival's trade. In my judgment also if a man, as here, has an old-established business which he has been carrying on for fifteen years or so under his own name, he does not, within the meaning of the exception to which I have just referred, and which would in itself be probably evidence of a fraudulent intent, adopt a name which does not belong to him if he simply continues to use his own name, but attaches that name of his own to a company which he formed to carry on the business which he has himself carried on." In that case there was every element of *bona fides*. But the main interest of the *Panhard-Levassor case* lies in the fact that an injunction was granted to restrain the seven signatories to the memorandum of association from allowing the defendant company to remain registered. During the course of the trial the learned judge remarked that it would be interesting to know whether men who combine to commit a tort can protect themselves from personal liability by forming a limited company for that purpose. But the circumstances of the case did not permit that point to be decided.

THE DECISION of BUCKLEY, J., in *Bradshaw* v. *Widdrington* (*ante*, p. 653) deals with a point upon the Statute of Limitations which has been the subject of a good deal of discussion. When the statute is running against a mortgagee of land it may be stopped either by acknowledgment of his title or by part payment of principal or payment of interest, but while it is expressly provided that an acknowledgment must be in writing signed by the person by whom the mortgage money is payable, or his agent, it is otherwise with payment, and it is left indefinite by whom a payment can be effectually made so as to save the mortgagee's title. Thus section 8 of the Real Property Limitaton Act, 1874, replacing section 40 of the Act of 1833, enacts that no action shall be brought to recover any sum of money secured by mortgage but within twelve years of the accrual of a present right to receive the same, "unless in the meantime some part of the principal money, or some interest thereon, shall have been paid, or some acknowledgment of the right thereto shall have been given in writing, signed by the person by whom the same shall be payable, or his agent, to the person entitled thereto, or his agent." Upon this provision it is not altogether clear whether the words "by the person by whom the same shall be payable, or his agent," apply only to acknowledgment, or also to payment; but, according to the decision of the House of Lords in *Chinnery* v. *Evans* (11 H. L. Cas. 115), as understood by the Court of Appeal in *Harlock* v. *Ashberry* (19 Ch. D. 539), the former part of the sentence must be construed as stopping at "paid," and this agrees with the provision of the Real Property Limitation Act, 1837 (1 Vict. c. 28), where the payment which will check the operation of the statute against the mortgagee is left equally indefinite. Under these circumstances it might have been held that for payment to be effectual in keeping alive a charge against land, it must be made by a person in possession of the land, so that an effectual payment

could not be made by the mortgagor after he had parted with the equity of redemption. But this view was considered and rejected by the House of Lords in *Chinnery* v. *Evans*, and it was held that, while a payment by a mere stranger would be ineffectual, yet a payment made by the mortgagor or on his behalf would keep the mortgage alive against the assignee of the equity of redemption. It was pointed out that it would be unjust to the mortgagee if, while continuing to receive from the person liable to pay the interest due upon his mortgage, he was to be deprived of the estates comprised in his mortgage by the act of the person entitled to the equity of redemption only. And the principle was further extended by the Judicial Committee in *Lewin* v. *Wilson* (11 App. Cas. 639), where it was held that the payment need not be by a person liable to pay. It is sufficient if "made by a person who under the terms of the contract it entitled to make a tender, and from whom the mortgagee is bound to accept a tender, of money for the defeasance or redemption of the mortgage." Hence a payment by a person other than the mortgagor in possession, who by the mortgage deed was entitled to make it, and who was personally liable under a collateral bond, was held to be effectual to keep up the charge against the land.

In the case of *Bradshaw* v. *Widdrington* (*ante*, p. 653) Buckley, J., seems to have given a considerable extension to the principles which have thus been laid down as to the person by whom a payment may be made in respect of a mortgage so as to exclude the operation of the Statute of Limitations. For the purpose of this point the circumstances of the case can be shortly stated as follows: In 1879 A. mortgaged a certain estate to C. to secure £5,171 and interest. A. borrowed the money for the use of his son, B., to whom it was forthwith paid over, and B. gave to A. a bond for repayment of the amount with interest. It was arranged between A. and B. that the latter should keep down the interest on the mortgage. The same solicitors acted for all parties and received the interest from B., and till 1885 their books treated it as being paid by B. to A., and by A. to C. After that date the interest was treated as being paid direct by B. to C. In 1892 B. paid the principal sum to H., a member of the firm of solicitors, to be applied in discharge of the mortgage debt, but it was not paid over to C. The books of the firm shewed the mortgage money to be still due to him, and interest continued to be entered as paid by B. to C. In the meantime, partly in 1884, and partly in 1887, the mortgaged estate had been conveyed to D., the conveyances expressing that it was free from incumbrances. In 1899 H. committed suicide, and, the payments of interest to C. thereupon ceasing, C. claimed to enforce his mortgage against the land. D. objected that there had been no payment of interest for more than twelve years, and that the mortgage was accordingly barred by the statute, but Buckley, J., overruled the objection on the ground that B., by whom the interest had in fact been paid within the twelve years, although not liable to pay as between himself and C., the mortgagee, was yet liable as between himself and A., the mortgagor, and consequently the payment by him was effectual. It would seem, however, that this goes beyond anything decided in any of the cases mentioned above. Both *Chinnery* v. *Evans* and *Harlock* v. *Ashberry* contemplate that the payment shall be made by a person who is actually liable to the mortgagee to pay, and *Lewin* v. *Wilson*, in carrying the matter further, still restricted effectual payment to payment by a person who was under the mortgage contract entitled to pay. In the present case there was no privity at all between B., who made the payments, and C., the mortgagee, and it is by no means clear that the arrangement by which B. was liable to A. could put him in the position of a person able to make effectual payments to the mortgagee. Of course A. might have constituted B. his agent to make the payments, but the decision of Buckley, J., was not based on any such agency. In the result C.'s mortgage was held to be still a charge upon the land in the hands of D.

A correspondent, in a letter which we print elsewhere, raises the question of the right of a certificated bailiff to obtain indirectly more than the authorized charges for levying distresses. In a particular county court district, he states, there is only one certificated bailiff, and he refuses to act unless the landlord agrees to pay him a fee in addition to the authorized charges, and will not always act even when an undertaking to pay the excess is offered. We are not aware that a bailiff by taking out a certificate becomes bound as a public officer to execute all the warrants of distress which are brought to him, but if his conduct causes general inconvenience we should imagine it would not be difficult to get his certificate revoked, and in this way pressure might be indirectly put upon him to compel him to do his duty. Under the Law of Distress Amendment Act, 1888, the certificate could be revoked for "any extortion or other misconduct in the execution of his duty as a bailiff." Requiring payment of more than the authorized charges seems clearly to be extortion, and refusing without good cause—such as pressure of business—to execute a warrant may be "misconduct in the execution of his duty as a bailiff." But though these are circumstances which would weigh with the county court judge, he is not now restricted to them and under the Act of 1895 he may cancel a certificate as he pleases. Probably this is the procedure which would meet the case stated by our correspondent.

The observations of the Master of the Rolls in the recent case of *Thompson* v. *City Glass Bottle Co.* (*Limited*), with respect to the giving of security for costs, should check somewhat the growth of appeals from the county courts in cases under the Employers' Liability Act, 1880, and under the Workmen's Compensation Act, 1897. According to what was there laid down, the same considerations apply to cases under either statute—namely, that as the appellant in such cases is really seeking to impugn the decision of a tribunal specially constituted by the Legislature to hear and determine them, and invested with exclusive original jurisdiction in regard thereto, it is only fair that he should be required to give security for costs of appeal where the respondent might be exposed to hardship if this were not done. This intimation of the Court of Appeal cannot fail to be acceptable to employers, who, we believe, are not unfrequently made respondents by impecunious appellants with nothing to lose but everything to gain by appealing from the county courts to a higher tribunal in cases within either or both of the above-mentioned statutes. We feel confident, however, that, where reasonable grounds of appeal exist, and unconditional leave to appeal has been given, security for costs will not be exacted from appellants against whom nothing but want of means can be alleged.

THE LAND TRANSFER ACTS.

Purchase of Land in a Compulsory District with Capital Money Arising under the Settled Land Acts.

The subject-matter above indicated appears to us to afford a good illustration of the chaos introduced into real property law by the Land Transfer Act, 1897. The Settled Land Act, 1882 (section 24 (1)), provides that "land acquired by purchase *shall be* made subject to the settlement in manner directed in this section"; sub-section 2, "Freehold land *shall be* conveyed to the uses, on the trusts . . . which, under the settlement . . . are subsisting with respect to the settled land . . ."; sub-section 3, "Leasehold land *shall be* conveyed to and vested in the trustees of the settlement on trusts . . . corresponding, as nearly as the law and circumstances permit, with the uses, trusts, powers, and provisions, to, on, and subject to which freehold land is to be conveyed as aforesaid . . ." It will be noted that the section is compulsory in terms, and the result is that (*a*) where freeholds are purchased under a settlement by way of legal limitations, they must be conveyed to the uses subsisting under the settlement so as to create corresponding legal limitations; (*b*) where freeholds are purchased under a settlement by way of equitable limitations, the legal fee being vested in the trustees of the settlement, the purchased land must be conveyed to the use of the trustees in fee upon the trusts subsisting under the settlement; (*c*) where leaseholds are purchased, they must be assigned to the trustees of the settlement upon trusts corresponding with the uses or trusts subsisting under the settlement with respect to freeholds.

Let us consider now the operation of the Land Transfer Acts and rules in each of these three cases, when the land purchased is situated in a district in which registration is compulsory.

The Land Transfer Act, 1897, s. 6 (1), provides that "Settled land may (at the option of the tenant for life) be registered either in the name of the tenant for life, or, where there are trustees *with powers of sale*, in the names of those trustees, or, where there is an overriding power of appointment of the fee simple, in the names of the persons in whom that power is vested." In modern settlements of real estate the trustees seldom or never have any power of sale, and are merely appointed trustees for the purposes of the Settled Land Acts. Let us suppose that the settlement in question is a modern one, and that it does not contain an overriding power of appointment (or, having originally contained one, that the power has come to an end by the death of one of the joint appointors). In such a case the tenant for life, whether legal or equitable, is the only person who under an ordinary settlement of real estate can possibly be registered as first proprietor of the lands purchased, either under the sub-section quoted above or any other provision in the Acts or rules. The Land Transfer Act, 1897, s. 6 (8), provides: "Subject to the maintenance of the right of the registered proprietor to deal by registered disposition . . . with any land whereof he is registered as proprietor, the estates, rights, and interests of the persons for the time being entitled under any settlement comprising the land shall be unaffected by the registration of that proprietor." This sub-section is obviously intended to cut down, in the case of settled land (*inter alia*): Land Transfer Act 1875, ss. 7, 8, 9, and 13 (*et seq.*), as altered by the Land Transfer Rules, 1898, which in effect provide that the registration of a first registered proprietor of freehold or leasehold land shall vest in him an estate in fee simple in such land, or the possession of the land comprised in the lease for all the leasehold estate therein (subject as provided in the sections and rules). It seems reasonably clear, therefore, that the tenant for life on registration as first proprietor, though he gets the statutory powers to transfer and charge, does not acquire any greater estate in the purchased land than that to which he is entitled under the settlement—*i.e.*, in case (*a*) a legal estate for life; in case (*b*) an equitable estate for life, and in case (*c*) an equitable interest corresponding with an estate for life; since no other construction would leave the estates, &c., of the persons entitled under the settlement unaffected.

Now comes the difficulty as it appears to us. The Land Transfer Act, 1897, s. 20 (1), provides that in a compulsory district "*a* person shall not under any conveyance on sale . . . acquire the legal estate in any freehold land . . . unless or until *he* is registered as proprietor of the land." The Land Transfer Rules, 1898, r. 59, provide that in a similar case "an assignment on sale of a lease or underlease . . . shall operate only as an agreement, and shall not pass any legal estate to the *assignee* . . . unless or until *he* is registered as proprietor of the lease or underlease." The conveyance of the purchased freeholds to the uses of, or to the use of the trustees upon the trusts of, the settlement in cases (*a*) and (*b*) seems clearly to be a "conveyance on sale" within the definition in the Land Transfer Act, 1897, s. 20 (2), since it does confer or complete a title under which the legal or equitable tenant for life can apply for registration as *first* proprietor of the land. Sub-section 1, set out above, therefore, applies to these two cases. For a similar reason the assignment of the purchased leaseholds to the trustees upon corresponding trusts in case (*c*) seems clearly to be an "assignment" within the definition in the Land Transfer Rules, 1898, r. 60, as amended by *ib.*, June, 1899, r. 4. Rule 59, set out above, therefore, applies to this case.

We have already given our reasons for concluding that the tenant for life does not on registration acquire more than a legal estate for life in case (*a*), or any legal estate at all in cases (*b*) and (*c*). What then becomes of the legal remainder in fee in case (*a*)? of the legal fee in possession in case (*b*)? of the legal term of years in case (*c*)?

If the language of the Land Transfer Act, 1897, s. 20 (1) (*supra*) is to receive its ordinary interpretation, it would seem that in case (*a*) the legal estate in remainder does not pass to the persons entitled in remainder under the settlement unless or until their interests successively vest in possession, and they are successively registered as proprietors of the purchased land, it may be thirty or forty years hence. It is conceived that the section cannot be intended to operate on the grantee to uses, since, if it did, then (1) unless the tenant for life, who alone is *ex hypothesi* capable of being registered as first proprietor, were made grantee to uses, no one could ever acquire any legal estate under the conveyance; (2) if the tenant for life were made grantee to uses, the section would still apparently prevent the uses from being executed in favour of the remaindermen until they were successively registered as proprietors of the land, and if the tenant for life on registration acquired the legal fee as grantee to uses, he would apparently hold the remainder in fee expectant on his life estate upon trust for the remaindermen until their respective registrations, which is the very thing that section 6 (8) (*supra*) seems intended to prevent.

In case (*b*) the trustees (who under the conveyance in accordance with the Settled Land Act, 1882, s. 24 (*supra*), ought to acquire the legal fee), not having a power of sale, cannot be registered as proprietors of the purchased land; consequently they can never acquire the legal estate.

Similarly in case (*c*), which seems to be the worst case, since leaseholds can only be made to follow the limitations of the settlement with respect to freeholds by being vested in trustees upon trusts to correspond therewith, the trustees are the "assignees," and can never be registered as proprietors; consequently they can never acquire the legal term, and the assignment must apparently for ever "operate only as an agreement," whatever those enigmatical words in rule 59 (*supra*) may mean. One result appears to be that an option to purchase the reversion contained in the lease could not be enforced for the benefit of the settlement: see *Friary, &c.* v. *Singleton* (1899, 1 Ch. 86, reversed on the facts but affirmed on the principle, *ib.* 2 Ch. 261). Again, if the vendor is himself an assignee of the term, his liability to the lessor depends upon privity of estate, which can only be effectually got rid of by assigning over the legal estate in the term. If the assignment in case (*c*) "operates only as an agreement," the vendor would apparently still remain liable.

It seems futile for the Land Registry officials to arguethat the legal estate is a mere myth and no longer of any importance after registration. Suppose the tenant for life, registered as first proprietor of the purchased land, desires to raise money for the purposes of the Settled Land Acts. We believe we are correct in stating that leading conveyancers are practically unanimous that intending mortgagees cannot be advised either (1) to advance money on the security of a registered charge alone (it is, to say the least, doubtful whether in the case of a possessory title a registered chargee wishing to go into possession could eject a trespasser without bringing the legal estate before the court (*cf. Allen* v. *Wood*, 68 L. T. 143), or could sue tenants on the covenants to repair, &c., contained in their leases), or (2) to consent to be themselves registered as proprietors by transfer of the land (the Acts impose onerous obligations on registered proprietors in certain cases, see for instance Land Transfer Act, 1897, s. 6 (7); Land Transfer Rules 1898, r. 117, which a mortgagee could not be advised to undertake.) The security which is usually required by a mortgagee is a registered charge, coupled with a conveyance or subdemise of the legal estate off the register, under the Land Transfer Act, 1875, s. 49. The tenant for life, registered as proprietor, can undoubtedly give the registered charge. Can he make the conveyance or sub-demise? It is true that under the Settled Land Act, 1882, s. 20, coupled with the last-mentioned section, the tenant for life can on a mortgage convey the land mortgaged "for the estate or interest *the subject of the settlement*." But if the Land Transfer Acts and rules prevent the legal estate in the purchased land from passing under the conveyance or assignment to the uses or upon the trusts of the settlement, it seems reasonably clear that such legal estate is not an "estate or interest the subject of the settlement," and consequently cannot pass under the conveyance or demise by way of mortgage of the tenant for life.

In conclusion, we may perhaps point out that once the tenant for life has been registered as *first* proprietor of the purchased

land, there would seem to be no difficulty in getting in the outstanding legal estate by a *subsequent* deed, for such subsequent deed could not possibly be "a conveyance on sale" or "assignment" within the above-mentioned definitions, and consequently the legal estate would pass under it. But if this is the solution of the difficulty, we shall in every case have (1) the conveyance or assignment, just as before the Land Transfer Act, 1897; and (2) in addition thereto (*a*) registration of the tenant for life, with fees, &c.; (*b*) a subsequent deed to get in the legal estate. A truly remarkable method of "facilitating the transfer of land"! Or is the solution, as to future settlements, that they must once more contain the elaborate trustees' powers of sale and ancillary clauses which have been so successfully eliminated by the Settled Land Acts, in order that the trustees may be capable of being registered as proprietors of lands purchased in a compulsory district? Even this would not solve the difficulty in case (*a*).

VESTING ORDERS OF LEASEHOLD PROPERTY IN BANKRUPTCY.

It has been settled law since *Re Finley* (37 W. R. 6, 21 Q. B. D. 475) that the lessor of leasehold property is entitled to apply in the bankruptcy of the lessee for an order requiring a mortgagee by way of subdemise to take over the lease and assume its liabilities on pain of being excluded from all interest in the property, and the Court of Appeal (RIGBY, COLLINS, and ROMER, L.JJ.) have now held in *Re Baker* (reported elsewhere) that the lessor has the same right where the bankrupt is an assignee of the lease, and not the original lessee. The subject of vesting orders upon disclaimer of leasehold property by a trustee in bankruptcy depends on section 55 of the Bankruptcy Act, 1883; in particular on sub-section 6 as altered by section 13 of the Act of 1890. Under these sections the trustee may, as is well known, disclaim leasehold property of the bankrupt (subject to obtaining the leave of the court, except in the cases where leave is dispensed with) by writing signed by him at any time within twelve months after his first appointment, and the disclaimer is effectual to determine the rights and liabilities of the bankrupt in respect of the disclaimed property, though, so far as possible, it leaves the rights and liabilities of other persons unaffected. The scheme of the Act of 1883 contemplates that the gap which is thus left in the tenure of the property shall be filled up by vesting it in some person entitled or interested to hold it. "The court"—so runs section 55 (6)—"may, on application by any person either claiming any interest in any disclaimed property, or under any liability not discharged by this Act in respect of any disclaimed property, and on hearing such persons as it thinks fit, make an order for the vesting of the property in or delivery thereof to any person entitled thereto, or to whom it may seem just that the same should be delivered by way of compensation for such liability as aforesaid, or a trustee for him, and on such terms as the court thinks just." It is specially provided, however, that a vesting order shall not be made in favour of any person claiming under the bankrupt, whether as underlessee or as mortgagee by demise, except upon terms of such person taking over the bankrupt's liabilities in respect of the property, and any mortgagee or sub-lessee declining these terms is to be excluded from all interest in and security upon the property. But where this would put the mortgagee or underlessee in the position of an original lessee, and so prevent him from determining his liability by assignment, section 13 of the Bankruptcy Act, 1890, authorizes the court to make a vesting order in his favour upon his assuming only the liabilities of an assignee, though the beneficial effect of this enactment has been prejudiced by the decision in *Re Walker* (72 L. T. 330), that the power of qualifying the mortgagee or underlessee's liability is to be exercised only under special circumstances.

Section 55 contemplates two classes of persons who may put its machinery in motion. Application under sub-section 6 may be made either by a person having an interest in the disclaimed property, or by a person under any liability in regard to it. It was for some time doubtful whether the lessor was to be included in the former class as a person having an interest in the property. In *Ex parte Turquand* (33 W. R. 752, 14 Q. B. D. 405) CAVE, J., pointed out that the property disclaimed was the term of years, and that the landlord had no interest in that, his interest being restricted to the reversion; but in *Ex parte Shilson* (36 W. R. 187, 20 Q. B. D. 343) the same learned judge, in delivering the judgment of himself and A. L. SMITH, J., intimated that he had changed his opinion, and that the words "person claiming an interest in any disclaimed property" included the landlord, and this conclusion was approved by the Court of Appeal in *Re Finley* (*supra*). "It is obvious," said LINDLEY, L.J., "that a lessor is very much interested in the observance by the lessee of the covenants and conditions contained in the lease, and that he has a very substantial 'interest in the disclaimed property,' in whatever sense you take the expression." Hence it was held that in the case of a lessor, a lessee who had become bankrupt, and a mortgagee under the lessee by sub-devise, the lessor was entitled to apply for an order vesting the property in the mortgagee, subject to the same liabilities as the bankrupt was subject to under the original lease at the commencement of the bankruptcy; or that, if the mortgagee declined to accept such an order, he should be excluded from all interest in the property. In the latter case there might be persons liable, either alone or jointly with the bankrupt, to perform the covenants in the lease, and the option of taking over the lease would devolve upon them. But if there were no such persons, or if no vesting order was made, the effect of the mortgagee's refusal would be, as LINDLEY, L.J., observed, that the lessor would take the property freed from both lease and sub-lease. In other words, in such a case the lessor requires nothing further than the order excluding the mortgagee; he requires no order actually vesting the term in himself.

In the present case of *Re Baker* (*supra*) the circumstances were complicated by the fact that there had been two assignments of the term. In November, 1889, A. leased premises to B. for twenty-one years from the 25th of March, 1889, at a yearly rent of £100. In February, 1890, B. died, and his widow and administratrix assigned the property for the residue of the term to C. In January, 1892, C. assigned to D. In February, 1899, D. mortgaged to M. by sub-demise for the residue of the term except the last day; and subsequently he executed a second mortgage to N. In February last D. was adjudicated bankrupt. In May his trustee disclaimed the lease, and in June an order was made, on the application of A., excluding in turn N. and the executors of M., who had died, from all interest in the security upon the premises, unless in the first instance N., and failing him M.'s executors, accepted an order vesting in him or them the leasehold premises subject to the bankrupt's liabilities. This order was made without notice either to B.'s administratrix, who could not be found, or to C. M.'s executors appealed against it on the ground that D. was assignee only, and that inasmuch as A. still had his remedy on the covenants in the lease against the estate of the origi na lessee, he was not in a position to make an application under section 55. The argument appears to have been that, until it was proved that the original lessee was insolvent, the remedy of the lessor was confined to an action upon the covenants in the lease, and that it was for the lessee or his assignees to follow the procedure of the section, and compel the mortgagee to take over the lease or be excluded.

This argument met with no favour in the Court of Appeal, nor does it gain any support either from the statute or from the reason of the case. The provisions of section 55 (6) do not seem to allow of any distinction in the rights of the lessor according as the person to whom he actually looks for payment of rent and the performance of the covenants is the original lessee or an assignee; and as a matter of practice, although the lessor always has his remedy against the lessee in reserve, yet his natural recourse is against the actual holder of the lease. And when the actual holder is bankrupt, and the property is in the hands of sub-lessees claiming under him, it is these sub-lessees who should be required to assume the burdens to which the property is subject. This is much more convenient than requiring the lessor to seek out—possibly with much difficulty and expense—the original lessee, only to find, it may be, that he is insolvent, or that his estate has been finally wound up.

Moreover, as was pointed out by COLLINS, L.J., the question was really decided by the Court of Appeal in *Re Morgan* (37 W. R. 344, 22 Q. B. D. 592). In that case P. granted a lease to Q., who assigned to R., who assigned to S. S. mortgaged the property by way of sub-demise to T. S. became bankrupt, and his trustee disclaimed the lease. P. sued Q. for rent, and recovered payment from him. Q. thereupon took proceedings under section 55 to compel T. either to take a vesting order or to be excluded from all interest in the property. Thus the lessor followed the course which was suggested as proper for him in the present case. But it is clear that, if this had been the only course available, then in the same way Q. should have sued R., and it should have been left to R. to proceed under section 55. Such a restriction, however, upon the remedies of Q., the lessee, does not seem to have been suggested, the actual objection taken being that no notice of the application had been served on either P. the lessor, or R. the intermediate assignee. In the judgment of the Court of Appeal both P. and R. should have had an opportunity of appearing in the application, and the order excluding the mortgagees was granted subject to P. and R. having notice and not objecting within a month.

If the intervention of an assignee were a ground for excluding the application of section 55, then the objection, as COLLINS, L.J., pointed out, would have lain in *Re Morgan* as much as in the present case of *Re Baker*. Exactly the same objection, he said, might have been raised there as had been raised here, for the lessee there had an assignee from whom he was entitled to a continuing indemnity against liability to the lessor, just as here the lessor had the liability of the original lessee. The lessee was (as the lessor was here) in the same position as before the bankruptcy. He had a solvent person who was bound to indemnify him. And yet the court on the application of the lessee made the order, as they did in the present case on the application of the lessor.

The only remaining question in *Re Baker* was as to the necessity of serving the original lessee's representative with notice of the application. According to section 55 (6) the court is to make the order "on hearing such persons as it thinks fit," and, as just stated, in *Re Morgan* an opportunity was given to the intermediate assignee to appear. Where, however, the order is simply against the bankrupt's mortgagees—either to take over the property or to be excluded—this does not seem to be necessary. The mortgagees, at any rate, have no ground for complaint; and as the rights of other parties are not finally concluded by the order, there is no necessity for their being at this stage brought in. Troublesome questions may still have to be decided between the lessor and the persons under continuing liability before the title to the property is clear; and there are advantages in clearing up all these questions in the same proceeding where such a course is feasible. But if to bring in all parties interested will cause delay, there is no reason why the lessor should not proceed gradually and get rid in the first instance of the bankrupt's mortgagees. This accordingly the Court of Appeal held that he was entitled to do.

REVIEWS.

NOTARIAL PRACTICE.

BROOKE'S TREATISE ON THE OFFICE AND PRACTICE OF A NOTARY OF ENGLAND, WITH A FULL COLLECTION OF PRECEDENTS. SIXTH EDITION. By JAMES CRANSTOUN, Barrister-at-Law. Stevens & Sons (Limited).

"The general functions of a notary are to receive acts and contracts to which the parties must give, or desire to give, an authentic form; to confer on such acts or contracts the required authenticity; to establish their dates; to preserve originals or minutes of acts, which when prepared in the style and with the seal of the notary acquire the name of 'original acts'; and to give authentic copies of, or authentic extracts from, such acts." Such is the definition given in this work (p. 23) of the functions of an officer whose position is not perhaps so well-known and important in this country as on the continent. In certain matters, however—particularly in connection with bills of exchange and maritime transactions—the intervention of notaries is of ordinary occurrence, and the profession will find it useful to have this treatise on their functions and powers in its revised and modernised form. A new chapter has been added on the "Origin and Growth of the Office of Notary," and with much learning the office is traced from ancient times through the Middle Ages down to the present day. With us the notary is still an ecclesiastical officer in the sense that he derives his faculty, or authority to practice, from the Court of Faculties of the Archbishop of Canterbury; but his functions are purely legal, and, as the editor points out, it is essential to success in practice that he should be versed in one or two foreign languages, and have a knowledge of some system of foreign law. The special matters with which a notary has to deal are discussed in the successive chapters on notarial evidence; bills of exchange; ship protests, &c.; charter-parties, bottomry bonds, and average agreements; and powers of attorney, deeds going abroad, &c. To a large extent these chapters have been re-written, and they will be found to contain much valuable practical information. About half the book is devoted to precedents of documents which may require to be prepared in a notary's office, and the appendix includes, among other relevant statutes, the Public Notaries Act, 1801, and the Bills of Exchange Act, 1882. There is also a table of notaries' fees, and a digest of cases relating to notaries. Lawyers generally will find the book very convenient to have at hand for reference.

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY.—COUNCIL ELECTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A circular letter has been issued by six of the candidates at this election designed apparently to promote their return in the place of some members of the Council who retire by rotation but have been nominated for re-election. The circular suggests that the Council is opposed to "a much-needed reform" of the arrangements for supplying refreshments at the Law Institution, and appeals especially to the country members to assist in making "a material change in the *personnel* of the Council," as a means of securing "facilities for obtaining reasonable refreshments" at the Law Institution.

Will you allow me, as a country member, to point out that this circular is inaccurate and misleading? The Council have already taken over the club premises and are supplying refreshments there for the rest of the current year on the footing for which those members of the society who were members of the club have subscribed.

The Council have also opened a large and commodious room for tea, coffee, &c., available at this moment to all the members of the society. Further, the Council have adopted the report of a committee recommending alterations and improvements in the society's buildings with the object of affording additional facilities for obtaining refreshments, as well as of promoting other reforms in the arrangements at the Law Institution in the interest of the members of the society generally. This report is appended to the annual report of the Council just issued to the members, and the Council have expressed their intention to bring its proposals before a special general meeting as soon as possible.

I venture to appeal to the members of the society to read the report for themselves and not to be misled by a circular which misrepresents the facts.

R. ELLETT.

Cirencester, July 17.

OCTOGENARIAN LAWYERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to my letter to you, printed some weeks back, indicating the oldest solicitor and the oldest barrister respectively, and to your editorial note as to "octogenarian lawyers," I directed a search to be made. The result may be interesting to your readers.

I hardly think that I should be justified in mentioning names, as it is not every man who is proud of being over eighty. For my purpose, however, I treat all persons admitted or called for fifty-seven years as octogenarian, experience shewing me, when I held office in the Law Society, that students completed their career between twenty-one and twenty-five, say twenty-three as an average.

If my theory be accepted, it may surprise some people to know that in the present *Law List* there are over a hundred solicitors and barristers (in the proportion of about six to four) who have been admitted or called fifty-seven years; moreover, that some fifty per cent. of the total average over sixty years.

Let me say in conclusion that instances of lawyers who have taken out certificates for upwards of fifty years are so innumerable that I think my suggestion that as a whole we are a long-lived set of men is fairly well founded.

FRANCIS K. MUNTON.

Twickenham, July 17.

LAW OF DISTRESS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the county court district of W. there is but one certified bailiff, and he declines to levy warrants of distress unless the landlord agrees to pay him a fee in addition to the statutory fee recoverable from the tenant, and further, will not, even when the undertaking to pay such fee is offered, accept warrants in every case, claiming the right to refuse to act in any case he thinks fit. (1) Is he not bound to accept and levy every warrant in good form sent him? (2) Has he the right to make it a condition that the landlord shall pay a fee in addition to the statutory fees recoverable from the tenant?

July 15. W. N.

[See observations under "Current Topics."—ED. *S. J.*]

CASES OF THE WEEK.

Court of Appeal.

CAMPBELL DAVYS *v.* **LLOYD.** No. 2. 26th June and 15th July.

NUISANCE—HIGHWAY—NUISANCE ARISING BY NONFEASANCE—ABATEMENT.

This was an appeal from a decision of Bucknill, J. The action was one for trespass by erecting a bridge over the plaintiff's land, consisting of one moiety of the bed of the River Irfon in Wales. The defendants' pleas were "not possessed," and that there was a highway over the *locus in quo* by means of a footbridge, and the defendants, having occasion to use the said way, entered upon the *locus in quo*, and because the bridge had been destroyed, erected and laid a footbridge across the river, and necessarily did the acts complained of without unnecessary damage for the purpose of using the said highway. The jury found the issue "not possessed" for the plaintiff and the other issue for the defendants. The plaintiff appealed.

THE COURT (RIGBY, COLLINS, and ROMER, L.JJ.) allowed the appeal.

COLLINS, L.J.—It was contended for the plaintiff that, assuming it to be the fact that a highway for foot passengers by means of a footbridge across the river existed, the fact that the bridge had been destroyed gave no right to the defendants to come upon the plaintiff's land and erect a new one. There was no proof of any right in or obligation on the defendants to repair the bridge, neither was there any proof of any such obligation on the plaintiff. The defendants do not contend that they are in a better position than any other member of the public who, having occasion to use the way, finds there is no bridge where one once existed. The question is, therefore, whether in such circumstances a member of the public who wishes to cross is entitled, not merely by some temporary makeshift serving the particular occasion to get across, but to build a permanent structure on the plaintiff's land for that purpose. It was contended that this was merely a case of abating a nuisance from which the defendants suffered a special inconvenience, such as was held to be justifiable so long ago as Cro. Car. 185, where a passenger was held entitled not only to open, but also to throw down a gate placed across a highway. But there is a broad difference between removing an obstruction which has been wrongfully placed in the highway, and making good by a permanent structure the result of mere nonfeasance on the part of those charged with the duty of repairing, and I doubt whether such an operation could properly fall under the term "abatement." Even if the right to "abate" can be said to exist in respect of a nuisance arising from mere nonfeasance—as to which, see *Earl of Lonsdale* v. *Nelson* (2 B. & C. 302)—I do not think the cases which establish the right to abate by an individual for the purpose of passage would extend to protect such acts as were done by the defendants in this case. The right of abatement by individuals is not regarded with favour by the law see: *Dimes* v. *Petley* (15 Q. B. 276) and *Mayor of Colchester* v. *Brook* (7 Q. B. 339). It may be that even in the case of the gate an action could not be maintained (see *Winterbottom* v. *Lord Derby*, L. R. 2 Ex. 316), and that therefore there may, in the case of positive nuisance, be a right to abate where there is no cause of action, there being insufficient special damage. But the difference between public nuisances arising from commission and those arising by omission is in the view of the law radical, since in the latter case, however clear and special the damage to the individual, he can maintain no action: see Hawkins' P. C. 707, citing Cowper 787; *Cowley* v. *Newmarket Local Board* (1892, A. C. 345). There would be nothing anomalous, therefore, if the rule were that the right to abate a nuisance to a highway does not apply to nuisances due to nonfeasance by the repairing authority. An obstruction may be abated by removing it, but in the case which we have before us considerable constructive work would be necessary to place the road in proper condition so as completely to get rid of the nuisance, and I doubt whether, if "abatement" can be said to include this, the right to abate in such a sense could be held to exist in the case of a nuisance by nonfeasance which has resulted in the obliteration of a part of a highway. This is by no means inconsistent with the right to deal with a difficulty in crossing on some particular occasion by putting down a plank or stepping-stone, for to do this might well be a reasonable incident of the right of passage, and would throw no additional burden on the dedicating owner. But, however this may be, the right if it exists could not, I think, be extended to cover such acts as those admittedly done by the defendants in this case. It must always be borne in mind that the right of the public upon a highway is that of going and coming only, and the right of "abatement" in an individual is only ancillary thereto. The dedicating owner, therefore, is not bound to accept a greater burden, and may complain if it is imposed upon him. I think the appeal should be allowed.

ROMER, L.J., read a judgment to the same effect.

RIGBY, L.J., concurred in the above judgment.—COUNSEL, *Swinfen Eady*, K.C., and *John Sankey*; *Evans*, K.C., and *John Lloyd*. SOLICITORS, *Riddell & Co.*; *J. B. Somerville*, for *A. Gwynne-Vaughan*, Builth.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re **BAKER.** *Ex parte* **LUPTON.** No. 2. 12th July.

BANKRUPTCY—LEASE—DISCLAIMER—SUB-DEMISE—EXCLUSION—APPLICATION BY LESSOR—BANKRUPTCY ACT, 1883, s. 55, SUB-SECTION 6.

This was an appeal from a decision of Mr. Registrar Giffard. It appeared that Mrs. Schloesser, then Miss Jacobs, granted a lease dated the 23rd of November, 1889, to one Columbati for twenty-one years. Columbati died, and on the 16th of October, 1890, his legal representatives assigned the lease to one Cima. On the 9th of January, 1892, Cima assigned to Baker. On the 22nd of February, 1899, Baker mortgaged the premises by way of sub-demise to Isabella Lewis, and afterwards to Messrs. J. & W. Nicholson (Limited). Mrs. Lewis died and by her will appointed Messrs. Lupton, Field, & Ley her executors. In February, 1901, Baker became bankrupt, and his trustee in bankruptcy disclaimed the lease. An application was then made by Mrs. Schloesser for an order that unless the mortgagees would take a vesting order they should be excluded from all interest in the property. The mortgagees objected that as there was still someone liable for the covenants—namely, the original lessee or his representatives, Mrs. Schloesser was not entitled to an order, and they relied upon some observations of Cave, J., in the case of *Re Cock, Ex parte Shilson* (20 Q. B. D. 343). The registrar, however, made the order which was in the following form: That unless J. & W. Nicholson (Limited) did within fourteen days elect to accept and apply for an order vesting in them the premises and making them subject to the same liabilities as the bankrupt was subject to under the lease in respect of the premises at the date of the filing of the petition, they should be excluded from all interest in and security upon the said premises; and further, that if the said J. & W. Nicholson (Limited) should not elect to accept such order as aforesaid within the said period of fourteen days, then unless Messrs. Lupton, Field, & Ley, the executors of Isabella Lewis, deceased, did within seven days from the expiration of the period of fourteen days elect to accept and apply for an order vesting in them the premises and making them subject to the same liabilities as the bankrupt was subject to under the lease at the date of the filing of the petition, then that they should be excluded from all interest in and security upon the said premises. From this order the executors of Mrs. Lewis now appealed.

THE COURT (RIGBY, COLLINS, and ROMER, L.JJ.) dismissed the appeal. Their lordships were of opinion that the question was covered by two cases. In *Re Cock* (20 Q. B. D. 343) it was held that the lessor was a person interested in the property within the meaning of sub-section 6, and was entitled to put the machinery of that sub-section in motion and to apply for an order under it. It was also held that though the lessor might not be in a position himself to ask for a vesting order, still he might put the machinery in motion for the purpose of ascertaining whether a sub-lessee would accept the property subject to the bankrupt's liabilities in respect of it or give up his interest in it. That decision was confirmed by the Court of Appeal in *Re Finley* (21 Q. B. D. 475). It was contended that though this was the position of the lessor the decision did not apply when the original lessee remained liable on the covenants in the lease notwithstanding he had assigned it. But it having been decided that the lessor could put the machinery in motion, there seemed to be nothing in that point. The lessor still retained an interest in the property, and a person who retained an interest might put the machinery in motion even though he could not obtain a vesting order himself. That was made clear by *Re Morgan* (22 Q. B. D. 592), where an order was made similar to that made in the present case. Some observations made by Cave, J., in *Re Cock* (20 Q. B. D., at p. 348) had been relied upon, but in the opinion of their lordships they did not apply to the matter now in hand. The learned judge in that case was not dealing with the question who was entitled to put the machinery in motion, as in *Re Morgan*, but with the question of obtaining a vesting order. When once you had the right person making the application there remained only the question of serving the right persons with notice. For these reasons the decision of the registrar was right and the appeal must be dismissed with costs.—COUNSEL, *Cooper Willis*, K.C., and *Muir Mackenzie*; *Wace*. SOLICITORS, *Nash, Field, & Co.*; *Boyce & Son*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

Re **PEERLESS.** **PEERLESS** *v.* **SMITH.** Byrne, J. 9th July.

ADMINISTRATION—ADMINSTRATRIX—SPECIFIC LEGATEE AND DEVISEE—CONTRIBUTION—INSOLVENCY—SOLVENT LEGATEE AND DEVISEE—PAYMENT OF DEBTS AND COSTS WHEN ESTATE INSUFFICIENT TO PAY—APPORTIONMENT.

This was the third further consideration of an administration action. The question was the apportionment of liability for debts and costs among the devisees and legatees of a testator whose estate was insufficient for the payment of debts and costs. The facts of the case were as follow: The testator, Mr. Peerless, who was a builder, after certain specific bequests, devised and bequeathed to his son certain real estate and a certain leasehold brickyard used by him in his business, his stock-in-trade, and book debts. The son predeceased the testator and his widow and administratrix entered into possession of the brickyard, took possession of the stock-in-trade, and collected the book debts. The real estate so devised passed to the son, H. Peerless, of the deceased son of the testator under the Wills Act. The widow carried on the business and sold parts of the property

bequeathed to her husband and became involved in difficulties and there were not in her hand at the present time sufficient assets of the testator to to pay the debts and costs of the action. By an order made in July, 1899, on the further consideration of the action, it was declared that the specific devisees and legatees under the will, H. Peerless, and the administratrix ought to contribute *pro ratâ* to make good the debts and costs. The proportions to be contributed by each of these parties *pro ratâ* were set out in a schedule to the master's certificate filed the 10th of March, 1901. The administratrix failing to pay the amount of her contribution, the contributories other than H. Peerless asked that the amount should be raised out of the real estate taken by the said H. Peerless.

Byrne, J., following *Conolly* v. *Farrell* (10 Beav. 142), directed further contributions and ordered the amount which should have been contributed by the administratrix to be apportioned amongst the solvent devisees and legatees, including H. Peerless, according to the value of the devises and bequests taken by them respectively.—Counsel, *Levett*, K.C., and *Blgood*; *Mulligan*, K.C., and *Cann*; *Rowden*, K.C., and *Austen-Cartmell*; *Foyer*; *Norton*, K.C., and *Dunham*. Solicitors, *Guedalla & Cross*; *Tippetts & Son*; *Cowlard & Chowne*; *C. G. Champion*; *Trass & Enever*.

[Reported by J. Arthur Price, Barrister-at-Law.]

Re **RICHARDS. LAWSON** *v.* **HARVEY.** Cozens-Hardy, J. 3rd July.

Administration—Grant to Manager of Bank—Debt Due to Bank—Retainer.

Further consideration. Letters of administration of the personal estate of an intestate were granted to the defendant on the 10th of April, 1896, in which he was described as "John Francis Harvey, manager of Trades Commercial Bank (Limited), creditors of the estate." The Trades Commercial Bank (Limited) were the bankers and creditors of deceased, and it was on account of this that the manager of that bank was granted administration. The administration order was made on the 7th of February, 1898. The administrator had not at that date paid any of the funds which came into his hands as administrator to the bank on account of their debt. The master found by his certificate dated the 31st of July, 1899, that the defendant had a balance of £1,011 14s. 6d. to his credit for which he was accountable, but he did not decide whether the defendant had power to retain the amount of £242 10s. 6d. due to the bank. For the defendant it was argued that Harvey was made administrator as an official of the bank and for its benefit. His position was analogous to that of an administrator *durante minoritate*.

Cozens-Hardy, J.—This claim cannot be maintained. It is a peculiar case because administration was granted to the manager of a bank, and although he was described as manager of the bank in the grant of administration, and it was, no doubt, made to him because he was manager; nevertheless it was made to him as an individual and not to the use of the bank. Had he ceased being manager he would still have retained the position of administrator. In the case of a grant made *durante minoritate* or to the use of a lunatic, there is a right of retainer, but here the manager would have to prefer the bank to the other creditors if he were to pay out the sum owing to them. The right to prefer was destroyed by the administration order, though the decree did not prevent the administrator from retaining his own debt.—Counsel, *Dunham*; *Rowland Rowlands*; *A. Chitty*. Solicitors, *J. T. Lewis*, for *Aeron Thomas & Co.*, Swansea; *Spencer, Chapman, & Co.*, for *J. R. Richards*, Swansea.

[Reported by J. H. Davies, Barrister-at-Law.]

Re **E. & F. BEATTIE (LIM.).** Cozens-Hardy, J. 12th July.

Company—Debentures—Omission to Register—Inadvertence—Extension of Time for Registration—Companies Act, 1900 (63 & 64 Vict. c. 48), ss. 14, 15.

This was an *ex parte* originating motion made on behalf of the company, asking that the time for registration of certain debentures issued by the above company might be extended until one month after the date of the order to be made on the motion, or that such further or other order might be made as the judge might think fit for the purpose of granting relief owing to the omission to register such shares as required by section 14 of the Companies Act, 1900. The company was registered on the 13th of December, 1900, one of its objects being to adopt an agreement to purchase a business, part of the consideration for the purchase was to be paid in debentures of £50 each in the company. The agreement was filed with the Registrar of Joint Stock Companies on the day on which the company was registered. A meeting of the directors was held on the 31st of December, 1900, when it was resolved that the debentures should be allotted to certain persons named in the resolution, but, owing to a delay in printing, the debenture forms were not ready, and it was not until the 4th of January that the debentures were executed by the company and issued to the allottees. In the meantime—viz., on the 1st January, 1901, the Companies Act, 1900, came into operation, section 14 of which requires the registration of debentures within twenty-one days of issue. The debentures in question were not registered within that period. The present application was supported by an affidavit of the secretary of the company stating the above facts; that he believed the debentures were created by the resolution of the board of directors, and that as that resolution was passed before the date on which the Act came into operation, he had *bonâ fide* believed that the debentures did not require registration under it; that the statutory meeting of the company was held on the 18th of February, and that the statutory return had been made to the registrar setting forth full particulars of the debentures, and that the non-registration was due solely to inadvertence.

Cozens-Hardy, J., made an order extending the time for registration of the debentures for one month from the date of the order.—Counsel, *F. Whinney*. Solicitors, *Norris, Allens, & Chapman*.

[Reported by W. Morris Carter, Barrister-at-Law.]

SOCIETE ANONYME DES ANCIENS ETABLISSEMENTS PANHARD ET LEVASSOR *v.* **PANHARD-LEVASSOR MOTOR CO. (LIM.).** Farwell, J. 15th July.

Trade Name—"Panhard-Levassor"—Foreign Firm—Market in United Kingdom—Injunctions against both Company and Individual Signatories and Shareholders.

Action. The plaintiff company was constituted under French law in 1897 in succession to a former firm of "Panhard et Levassor," and had since then carried on business in Paris as engineers and manufacturers of motors, motor-cars, and parts thereof. They alleged that the words "Panhard-Levassor" and "Panhard" were universally known in the trade of the United Kingdom and elsewhere as exclusively designating the goods, and particularly the motors and motor-cars manufactured and sold by them and their predecessors in business, and that they had the exclusive right to the use of those names in such connection. They further alleged that the seven defendants who were the signatories of and only shareholders in the defendant company (which was registered on the 29th of May, 1901, with a capital of £100 in £1 shares) had wrongfully and fraudulently conspired to form and register the defendant company, and that by its existence the public and purchasers and users of motor-cars in the United Kingdom and elsewhere would be led to believe that the defendants were carrying on business as agents for the plaintiffs. The plaintiff company accordingly claimed an injunction to restrain the defendants from using the names of "Panhard" and "Levassor," or either of them, or any title or description including those names or otherwise colourably resembling the name of the plaintiffs in connection with the manufacture, use, or sale of or other dealing in motor-cars or parts thereof, and also an injunction to restrain the seven individual defendants from allowing the defendant company to remain registered under its present name or any such title or description. The defendants contended that the use of the word "Panhard" or "Panhard-Levassor" referring to a motor was understood in the trade to refer merely to the general type of car and not to the manufacturers—*e.g.*, a car sold under the title might be known as "a German Panhard" or "a French Panhard," according to the country of origin; they denied that they had as yet manufactured or sold any motor-cars, but stated that they intended to acquire licences to make and sell motors under the Daimler patents, whereby they would not infringe any patent or other rights of the plaintiff company in this country.

Farwell, J., granted both the injunctions asked for. His lordship found that the plaintiffs were a well-known firm of European reputation. They had had no agency in England until December, 1900, but had sold motor-cars in England indirectly, and also English purchasers had brought them over from France. They had proved that England was one of their markets. The defendants had registered a company under the name of "Panhard-Levassor." It was alleged that they had done so in order to shut out the plaintiffs, but his lordship could find no sort of excuse or justification for the use of the plaintiff's name. If authority were needed, *Collins Co.* v. *Brown* (3 K. & J. 423) covered the right of the plaintiffs to an injunction against the defendant company; but apart from authority the court would, in his opinion, interfere to protect a foreign trader with a market in England. His lordship had doubted as to whether he could grant relief against the seven individual defendants who seemed to constitute the whole company. It would, however, be unfortunate if a company could be formed to do illegal or fraudulent acts with no one liable except the company. In the circumstances relief against the company involved similar relief against the seven defendants.—Counsel, *Fletcher Moulton*, K.C., *A. S. Walter*, *J. F. Iselin*, and *H. Fletcher Moulton*; *Upjohn*, K.C., and *Stewart Smith*. Solicitors, *J. B. & F. Purchase*; *Vallance, Birkbeck, & Barnard*.

[Reported by W. H. Draper, Barrister-at-Law.]

CACKETT *v.* **KESWICK.** Farwell, J. 2nd, 3rd, 4th, 5th, 6th, and 11th July.

Company—Prospectus—Director—Promoter—Shareholder—Contract by Directors and Promoters—Omission from Prospectus—"Fraudulent" Prospectus—Waiver Clause—Damage—Companies Act, 1867 (30 & 31 Vict. c. 131), s. 38.

Action, with witnesses, in respect of the Panuco Copper Co., which was incorporated on the 24th of May, 1899, and was now in liquidation. Its capital was £500,000 in £1 shares, and its object was to acquire copper mines in Mexico. In May, 1899, a prospectus was issued inviting subscriptions for 333,334 shares, and naming the defendant Keswick, who was a partner in the firm of Matheson & Co., and the defendant Carlton, a metal merchant, as directors, while Matheson & Co. were described as commercial agents to the company. The prospectus further gave extracts from mining reports and referred to various specific agreements connected with the flotation. It then proceeded: "There may also be various trade contracts and business arrangements in addition to the before-mentioned agreement of the 3rd of January, 1898. As these contracts and arrangements and the above-mentioned underwriting agreements may constitute contracts within the meaning of section 38 of the Companies Act, 1867, applicants for shares shall be deemed to waive the insertions of the dates of and names of the parties to any such contracts, arrangements, or agreements, and shall accept the foregoing as a sufficient compliance with section 38 of the Companies Act, 1867, or otherwise. A similar waiver clause was contained in the form of application

for shares. The present action was taken as a test case out of over 200 which had been instituted by subscribers to the company, on the ground that a material contract within the meaning of section 38 had not been disclosed in the prospectus, and that the waiver clause did not free the defendants, who had knowingly issued the prospectus, from liability. It appeared that in January, 1899, the defendant Carlton and the defendant Wheater, a stockbroker in Newcastle, who were promoting the company, desired to associate Keswick and his firm with their adventure, and eventually their contract was embodied in a letter from Carlton to Matheson & Co., which said "In consideration of your underwriting 10,000 shares in the above company about to be formed you are to receive 12,000 vendor shares as commission therefor. You are also to be appointed commercial agents for the company, and the registered offices are to be located at your address. It is further agreed that your Mr. Keswick will go on the prospectus as chairman of the company." This was the contract on the non-disclosure of which the plaintiff grounded his action for a declaration of the defendants' liability and damages. The defendant Keswick contended that, apart from the 2,000 shares attributable to the commission for underwriting, 10,000 shares were to be remuneration for acting as commercial agents for the company, and that the contract was therefore one covered by the waiver clause. The defendant Carlton also submitted that the plaintiff had not subscribed on any prospectus issued by his authority, and the defendant Wheater raised a similar plea, submitting also that he was not a director.

FARWELL, J., in a considered judgment, found as facts that both Carlton and Wheater were promoters of the company, and that the prospectus on the faith of which the plaintiff had applied for the 500 shares allotted to him was one knowingly issued by all three defendants. His lordship desired to state clearly that he found no ground whatever for imputing to any of the defendants any fraudulent intention of or any scheme for concealing this contract. Its omission arose from an unfortunate misunderstanding, due to some extent to the fact that the contract on the face of it appeared to be an underwriting contract only. But this was not enough to relieve the defendants from liability under the Act, which created a new cause of action and imposed the civil penalties of actual fraud on omissions which were not actually fraudulent: *Twycross* v. *Grant* (25 W. R. 701, 2 C. P. D. 469), as opposed to *Peek* v. *Derry* (36 W. R. 899, 14 A. C. 337) and *Peek* v. *Gurney* (22 W. R. 29, L. R. 6 H. L. 377, 403). In answer to the first question, whether the plaintiff subscribed on the faith that there was no such contract as that of the 10th of March in existence because it was not stated in the prospectus, the same principles must apply to the omission of a material fact as apply to the insertion of an untruth, although it might not be accurate to say that an omission was an inducing cause. The test must be whether the omission was material and if the court saw that the fact omitted was of such a nature that it might reasonably deter or tend to deter the ordinary investor, this was sufficient: see per Lord Blackburn in *Smith* v. *Chadwick* (30 W. R. 661, 9 A. C. 187, 196). It was only another way of stating that the generality of the terms of section 38 must be limited, as pointed out by Thesiger, L.J., in *Sullivan* v. *Metcalfe* (29 W.R. 181, 5 C. P. D. 455, 461). To determine the materiality of the contract, it was necessary to see what it really was, and his lordship was unable to accept the defendants' view that it was a contract to act as commercial agents in consideration of a payment of 10,000 shares. There was no company so to contract; no period or terms of agency were mentioned; the company could not have recovered against the firm for not performing it, even if Carlton might have done so; and the evidence did not support it, but rather shewed that the 10,000 shares were given as a fee for the firm taking the company under its wing, lending its name, and finding a chairman in Keswick. The existence of such a contract was material for the consideration of an intending investor, who would subscribe on the faith of Matheson's name and on the well-founded assumption that they had looked into the matter and were so well satisfied with the venture as to take it under their protection. "The careful man" spoken of by Cockburn, C.J., in *Twycross* v. *Grant* (*ubi supra*) would regard this as materially different from the support of the company on its merits alone. As to the waiver clause, the agreement of the 10th of March was not, in his lordship's opinion, a trade contract or business arrangement within its meaning. The prospectus appeared to have been settled on the ground that it was an underwriting contract, nor did it lie in the mouth of the defendants consistently with honesty to say that they knew of and intended the contract to fall under the other head when they stated, not that "there are," but that "there may be" such contracts. His lordship agreed with the statement of Romer, L.J., in *Greenwood* v. *Leather Shod Wheel Co.* (1900, 1 Ch. 421, 431), and said that a man desiring to take advantage of a waiver clause must state the facts fairly. The element of unfairness was found here, and the same principles must apply to waiver clauses as were applicable to ambiguous or misleading statements in conditions of sale or releases. The question of damages was really the same as that of materiality: see *Smith* v. *Chadwick* (*ubi supra*). His lordship held that the measure of damages was the difference between the amount paid by the plaintiff for his shares and the actual value of the shares on the day after they were allotted to him. In spite of the rule to which Bowen, L.J., when sitting in the Court of Appeal, said that the Chancery Division ought to adhere, as to the necessity of the plaintiff proving the amount of damages, his lordship directed an inquiry what was the real value of the shares on the day named, as in *Peek* v. *Derry* (*ubi supra*). There would be a declaration of the defendants' liability, and the defendants must pay the costs of the action.—COUNSEL, *Swinfen Eady*, K.C., *Upjohn*, K.C., and *Martelli*; *Rufus Isaacs*, K.C., and *Muir Mackenzie*; *Neville*, K.C., and *Daniel Jones*; *Younger*, K.C., and *Pattullo*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *Clayton & Gibson*, Newcastle-on-Tyne; *Stephenson, Harwood, & Co.*; *Nicol, Son, & Jones*; *Neish, Howell, & Macfarlane*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

BATY *v.* KESWICK. Farwell, J. 6th and 11th July.

COMPANY—PROSPECTUS—DIRECTOR—PROMOTER—UNDERWRITER—CONTRACT BY DIRECTORS AND PROMOTERS—OMISSION FROM PROSPECTUS—CAREFUL INVESTOR—MATERIALITY OF OMISSION.

Action, with witnesses, in respect of the same matter as *Cackett* v. *Keswick* (noted above), much of the evidence in which was, by arrangement, taken as given in this action; but some material circumstances were different. Here the plaintiff Baty met a friend on the 13th of March, 1899, who gave him a prospectus relating to the Panuco Copper Co. He was at the time attracted by the names of Matheson & Co. and Keswick on the front sheet, but did not read anything about the contracts. His friend asked him to do some underwriting, and he went later on the same day to the office of the defendant Wheater, where he signed an underwriting agreement for 250 shares. On the 28th of March he was informed of a postponement of the issue of the prospectus to the public and his money was returned. On the 8th of April he signed a cheque for the same amount and also an application for the same shares, and sent them in a few days later. He now sued for a declaration similar to that claimed in *Cackett* v. *Keswick*, on the ground that the prospectus on which he relied was "fraudulent" within section 67 of the Companies Act, 1867.

FARWELL, J., in giving a considered judgment after the delivery of that in *Cackett* v. *Keswick*, said that this plaintiff had to bring his case within the words of section 38, which included "as regards any person taking shares in the company on the faith of such prospectus." His lordship found that the prospectus was settled by counsel in consultation on the 11th of March, but owing to a hitch it was not finally approved or authorized for issue or issued until the 24th of May. So that the plaintiff signed his underwriting agreement and application for shares before any prospectus had been issued to the public, as he must have known, because the agreement mentioned the prospectus as a document to be issued in the future. "Knowingly issued" in the Act must mean "intentionally issued to the public": per Cockburn, C.J., in *Twycross* v. *Grant* (25 W. R. 701, 2 C. P. D. 469, 540). The Act was not intended to extend to advance prospectuses shewn to friends or speculators by way of anticipation of the public and to induce them to co-operate with the promoters. Such persons could not get the benefit of the statute. The plaintiff therefore failed not only on this ground, but also because he had failed to prove that he subscribed on the faith that there was no such contract as that of the 10th of March in existence. He had simply acted on the faith of the directors' names, and had never read the contract clause; he individually had attached no weight to anything but the directors' names. He was in a very different case from the ordinary investor. The investor wants a sound concern, the underwriter wants an attractive prospectus. The fact that his commission was payable in shares was not enough to lead his lordship to regard him as the careful investor. The contract of underwriting with the promoter was wholly distinct from the one to take shares. The action failed and would be dismissed with costs.—COUNSEL, *Swinfen Eady*, K.C., *Upjohn*, K.C., and *Martelli*; *Rufus Isaacs*, K.C., and *Muir Mackenzie*; *Neville*, K.C., and *Daniel Jones*; *Younger*, K.C., and *Pattullo*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *Clayton & Gibson*, Newcastle-on-Tyne; *Stephenson, Harwood, & Co.*; *Nicol, Son, & Jones*; *Neish, Howell, & Macfarlane*.

[Reported by W. H. DRAPER, Barrister-at-Law.]

MOTOR CARRIAGE SUPPLY CO. (LIM.) *v.* BRITISH AND COLONIAL MOTOR CO. (LIM.). Joyce, J. 10th and 11th July.

SPECIFIC PERFORMANCE—CONDITION ENABLING VENDOR TO RESCIND AND FORFEIT DEPOSIT—EXERCISE AFTER ACTION BROUGHT.

Action with witnesses. The plaintiffs claimed specific performance of an agreement dated the 18th of September, 1900, by which the defendants contracted to purchase, at the price of £600, a factory and premises with the plant, machinery, tools, and tenants' fixtures, and materials in and about the premises for the residue of a term of three years from the 25th of December, 1899. On the signature of the agreement the defendants paid a deposit of £60, and the date fixed for completion of the purchase was the 18th of October, 1900. On the 3rd of December the plaintiffs issued a writ for specific performance, and they delivered the statement of claim in the action on the 16th of January, 1901. In their defence, which was delivered on the 21st of February, the defendants alleged that the delay in completion of the purchase was due to the neglect of the plaintiffs who had not completed their abstract of title until the 21st of November, and that the defendants had always been ready and willing to carry out their contract. They also counterclaimed for specific performance with compensation for the delay and other breaches of the contract. On the 19th of February, shortly before the defence was delivered, the plaintiffs' solicitor wrote to the defendants' solicitors claiming to enforce a condition of the contract enabling them to forfeit the deposit and to resell the property if the contract were not completed within ten days, and stating that they would discontinue the action. In pursuance of this letter they gave notice of discontinuance on the 28th of March, but the defendants elected to proceed on their counterclaim, which they amended by asking in the alternative for repayment of the deposit with interest. At the trial it appeared that the plaintiffs had resold the premises to other persons for £850, reserving to themselves the power to cancel the agreement for the re-sale. For the defendants it was argued that it was not open to the plaintiffs to make time of the essence of the contract after action brought, as they claimed to do by their letter of the 19th of February, and so obtain power to rescind, and on this point *Re Spindler and Mears' Contract* (49 W. R. 410; 1901, 1 Ch. 900) was cited. The plaintiffs' counsel replied that since the defendants had now had opportunities of completing the contract and had failed to do so after notice, the

plaintiffs were entitled to forfeit the deposit, and they cited *Hudson* v. *Temple* (29 B. 536), *Ex parte Barrell, Re Parnell* (23 W. R. 846, 10 Ch. App. 512), *Mawson* v. *Fletcher* (19 W. R. 141, 6 Ch App. 91).

JOYCE, J., after stating the facts, continued: When the plaintiffs brought their action on the 3rd of December they in effect elected to pursue their remedy by specific performance instead of taking advantage of the rescission clause in the agreement. The notice delivered on the 19th of February was most uncandid, inasmuch as it did not state that the plaintiffs had already on the 16th entered into an agreement for the resale of the property. Their statement as to discontinuance was ambiguous, and did not bind the plaintiffs to do so, and in fact they did not discontinue until the 22nd of March, when the resale had been completed. The defendants were not bound to comply with such a notice as that during the pendency of the action. The vendor cannot be allowed to pursue two inconsistent courses. I give judgment for the defendants on the counterclaim for return of the deposit with costs, without prejudice to their claim to the profits of the resale.—COUNSEL, *Hughes*, K.C., and *Temple Franks*; *Badcock*, K.C., and *E. Ford*. SOLICITORS, *C. F. Twist*; *Beyfus & Beyfus*.

[Reported by J. F. ISELIN, Barrister-at-Law.]

Re **MADDY. MADDY** *v.* **MADDY.** Joyce, J. 13th July.

"CLAUSES USUAL IN A SETTLEMENT" — COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY.

Summons under liberty to apply reserved in a former order. On the marriage of a Mrs. Castell, a daughter of the testator, an agreement was entered into which contained, *inter alia*, a clause providing for the insertion of "all clauses usual in settlements of a like nature." The question now arose whether this phrase included a covenant to settle after-acquired property. The opinions of Mr. E. P. Wolstenholme and Mr. Spencer Butler, two conveyancing counsel to the Chancery Division of the High Court, were produced and verified by the affidavit of the solicitor who submitted the case to them. [JOYCE, J.—I think this is not strictly correct. The counsel should have made affidavits themselves.] None of the parties making any objection, the opinions were considered. It appeared from them that a covenant to settle after-acquired property was not usual, and JOYCE, J., made an order accordingly.—COUNSEL, *Brinton*; *E. S. Ford*; *F. Thompson*; *E. P. Hewitt*; *Pattison*. SOLICITORS, *Field, Roscoe, & Co.*; *H. P. Duggan*.

[Reported by J. F. ISELIN, Barrister-at-Law.]

High Court—Probate, &c., Division.

CARTER AND ANOTHER *v.* **SEATON AND OTHERS.** Barnes, J. 8th and 11th July.

PROBATE—WILLS ACT, 1837 (1 VICT. c. 26), s. 9—WANT OF DUE EXECUTION—"IN THE PRESENCE OF" TWO OR MORE WITNESSES.

This was a probate suit in which the plaintiffs, Robert John Carter and Alfred Osman, propounded the will of the late Edward McAlister Seaton, who died on the 18th of February, 1901. The defendants, John Fox Seaton and others, pleaded that the will, which was executed on the 17th of February, 1901, was not duly executed according to the provisions of the Wills Act, 1837, and propounded a will of the 2nd of June, 1883. The deceased died on the 18th of February, 1901. Section 9 of 1 Vict. c 26 (the Wills Act, 1837) provides, *inter alia*, "that no will shall be valid unless it shall be in writing and . . . shall be signed at the foot or end thereof by the testator, or by some other person in his presence and by his direction; and such signature shall be made or acknowledged by the testator in the presence of two or more witnesses present at the same time, and such witnesses shall attest and shall subscribe the will in the presence of the testator, but no form of attestation shall be necessary." The plaintiffs' case was that on the day before his death the testator dictated his will to his wife. In the bedroom where he lay was a nurse named Isaacson, and in the adjoining dressing-room another nurse named Sims. The testator asked Nurse Isaacson to witness his will, and she took it into the adjoining dressing-room, the door of which was open, and signed the will on a table which, although it was within fifteen feet of the testator, was nevertheless out of his sight. The testator then called out, "Let 'Nanna' (meaning Nurse Sims) sign too." Neither of the nurses heard that request, and the testator's wife went into the dressing-room and repeated it to Nurse Sims, who thereupon signed it at the table above referred to. Both nurses saw the testator's signature, but Nurse Sims had not seen the testator sign. On these facts the plaintiffs contended that the will had been signed in the presence of the testator within the meaning of section 9 of the Wills Act, and cited *Wright* v. *Price* (1 Doug. 241), *Newton* v. *Clarke* (2 Curt. 320), *Casson* v. *Dade* (1 Br. C. C. 98), *In the Goods of Mary Killick* (3 Sw. & Tr. 578), *Jenner* v. *Ffinch* (5 P. D. 106). The defendants contended that the Act had not been complied with, and cited the cases of *In the Goods of Edward Coleman* (3 Curt. 318), *Newton* v. *Clarke* (2 Curt. 320), and *Tribe* v. *Tribe* (1 Rob. 775).

BARNES, J., in delivering judgment, reviewed the cases decided since the Statute of Frauds (29 Car. 2, c. 3), referring especially to *Newton* v. *Clarke* (2 Curt. 320), *Davy* v. *Smith* (3 Salk. 395), *Wright* v. *Manifold* (1 M. & S. 294), *Todd* v. *The Earl of Winchelsea* (3 Russ. 441). Coming to the Wills Act, 1837, the learned judge reviewed the cases of *Tribe* v. *Tribe* (7 Notes of Cases 132), *Norton* v. *Bazett* (2 Deane 259), *In the Goods of Trimnell* (11 Jur. N. S. 248). Dealing with the facts in the present case the learned judge said that he thought the evidence shewed that one of the witnesses did not see the testator sign, and though it had been argued that the testator might have seen the witnesses attest—*i.e.*, that it was in his power to do so if he chose, the court thought that the facts here shewed that he could by no possibility whatsoever have seen them. The language of the statute was perfectly clear, and it was not according to the plain meaning of the Act to say that this will had been attested "in the testator's presence." The court therefore pronounced against the will of the 17th of February, 1901, and in favour of the will of the 2nd of June, 1883, and the costs of all parties would come out of the estate.—COUNSEL, *Bargrave Deane*, K.C., and *Rayden*; *Priestley* and *Willock*. SOLICITORS, *Mackrell, Maton, & Co.*; *Linklaters*; *Wontners*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

Solicitors' Cases.

COURT OF SESSION (FIRST DIVISION).

Before Lord ADAM, and Lords KINNEAR and PEARSON. 12th July.

PETITION FOR ADMISSION OF A WOMAN TO LAW AGENTS' EXAMINATION.

This was a petition by Margaret Howie Strang Hall, spinster, for admission to the Law Agents' Examination. Miss Hall holds certain certificates which she said exempted her from the first General Knowledge Examination, except as regards the elements of Latin, and which also exempted her from the second General Knowledge Examination. She transmitted two Leaving Certificates to the Board of Examiners of Law Agents, and the secretary replied on the 7th of November last that he was unable to enrol her for the examination to be held in January. He added that the examiners had lately had under consideration the question of applications by lady candidates, and that they were of opinion that they could not take them on trial unless authorized by the court to do so. He accordingly returned her certificates. Answers were lodged for the Incorporated Society of Law Agents in Scotland. The respondents said they did not feel called upon to oppose the prayer of the petition. At the same time, they said there might be a question whether women had a legal right to be admitted to practise the profession of the law. According to inveterate usage and custom in Scotland that practice had in all departments of the law been exclusively confined to men. No woman had at any time been admitted to practise in Scotland, England, or Ireland. The respondents were not aware that any woman had ever hitherto sought to be admitted in any of these countries. On the other hand, women practised the profession of the law in the United States of America, and recently by special legislation women had been made eligible for admission to the bar in France. Again, while the court had, especially in earlier times, exercised wide powers by Act of Sederunt with regard to the regulation of the profession of law agents, the Acts of Sederunt, as well as the statutes dealing with the same subjects, did not appear to contemplate the case of women becoming members of the profession. Law agents were eligible to be appointed to public and judicial offices, as, for example, the office of salaried Sheriff-Substitute, clerkships in the Court of Session and Bill Chamber, and the office of Notary Public. The respondents, however, while very respectfully bringing these considerations before the attention of the court, did not conceive it to be their interest or duty to maintain that women ought not to be enrolled as law agents. On the 30th of January the division, after debate in respect of the novelty and importance of the question involved in the case, appointed parties to prepare, print, and box to the judges minutes of debate in order to the opinion of the whole judges being obtained.

THE DIVISION dismissed the petition.

Lord ADAM said: The consulted judges are unanimously of opinion that we have no power to admit this lady. We are unanimously of the same opinion. The opinion of the judges of the second division—the Lord Justice-Clerk, Lords Young, Trayner, and Moncrieff—was as follows: We are of opinion that the court has no power to grant the prayer of this petition. Whatever power the court may have had formerly of admitting persons to practise as law agents in the courts of Scotland, we think that the power of the court in reference to such admissions is now limited and defined by the Act of 1873, for by that Act it is provided that "no person shall be admitted as a law agent in Scotland except in accordance with the provisions of this Act." The court is authorized to admit "persons," a term which no doubt is equally applicable to male and female. But in the case of an ambiguous term that meaning must be assigned to it which is in accordance with inveterate usage. Accordingly, we interpret the word as meaning "male persons," as no other has ever been admitted as a law agent. If females are now to be admitted as law agents that must in our view be authorized by the Legislature. The opinion of the Outer House judges — Lords Kyllachy, Kincairney, Stormonth-Darling, Low, and Pearson—was as follows: We are of opinion that the court has no power to grant this petition. We think that before the Act of 1873 women were not eligible to be appointed law agents, and that they are not made eligible by that Act.—COUNSEL, *R. S. Horne*; *W. Campbell*, K.C., and *Macfarlane*. AGENTS, *A. Campbell & Son, S.S.C.*; *Carment, Wedderburn, & Watson, W.S.* —Abridged from the *Scotsman*.

*** In our report of the case of *Lady Cardigan* v. *Curzon Howe* (*ante*, p. 652) the counsel associated with Mr. Norton, K.C., should have been stated as Mr. Hornell, and Messrs. Merriman, Pike, & Merriman should have been mentioned as solicitors for the Marquis of Ailesbury.

Mr. Justice Kennedy is expected to be back from the Western Circuit early next week, when he will take charge of the commercial list of actions and summonses until the return of Mr. Justice Mathew from the South-Eastern Circuit.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

Annual General Meeting.

The annual general meeting of the Incorporated Law Society was held on Friday, the 12th inst., at the Society's Hall, Chancery-lane, the retiring President (Mr. Robert Ellett, Cirencester) taking the chair. The following members of the Council were present: Sir Henry Hartley Fowler, M.P., G.C.S.I. (vice-president), Mr. Joseph Addison, Mr. Henry Attlee, Mr. Charles Mylne Barker, Mr. James Samuel Beale, Mr. Ebenezer John Bristow, Mr. Robert Cunliffe, Mr. George Edgar Frere, Mr. John Edward Gray Hill (Liverpool), Mr. James Warnes Howlett (Brighton), Mr. Henry James Johnson, Mr. Stephen Henham King (Maidstone), Mr. Harry Wilmot Lee, Mr. Henry Manisty, Mr. Frederic Parker Morrell (Oxford), Mr. Frank Rowley Parker, Mr. Richard Pennington, Mr. Thomas Rawle, Sir A. K. Rollit, M.P., Mr. Charles Stewart, Mr. William Melmoth Walters, Mr. William Howard Winterbotham, Mr. Philip Witham, and Mr. F. O. Taylor (Norwich, extraordinary member).

President and Vice-President.

Sir Henry Fowler, M.P., G.C.S.I., was elected president and Sir Albert Rollit, LL.D., M.P., vice-president, for the year ensuing, the announcement being received with loud cheering.

The President: I am sure I may congratulate the society that Sir Henry Fowler and Sir Albert Rollit have kindly placed their services at the disposal of the society, and I am sure you wish them both a very prosperous and happy year of office.

Vacancies on the Council.

There were ten vacancies on the Council caused by the retirement of members in rotation, all of whom sought re-election with the exception of Mr. Grinham Keen, Mr. C. T. Saunders (Birmingham), and Mr. R. L. Vassall (Bristol). The following are the names of the seventeen candidates, those going out of office being indicated by an asterisk: *Mr. Joseph Addison, Mr. Wemyss Henry Atkinson (Newcastle-on-Tyne), *Mr. Henry Attlee, *Mr. James S. Beale, Mr. Henry Lloyd Carter (Carnarvon), Mr. Charles Cheston, Mr. Harvey Clifton, Mr. Arthur Hepburn Hastie, *Mr. John Hollams, Mr. Edward Percival Whitley Hughes (East Grinstead), Mr. William John Humfrys (Hereford), Mr. Edward Owen Langham (Eastbourne), Mr. Charles E. Mathews (Birmingham), *Mr. Joseph Farmer Milne (Manchester), *Sir A. K. Rollit, LL.D., M.P., Mr. Francis Minchin Voulee, and *Mr. Arthur Wightman (Sheffield).

The President announced that as the candidates were more in number than the vacancies, a ballot would be necessary, and Mr. W. J. Fraser, Mr. Alfred Jonas, Mr. F. FitzPayne, Mr. Blakiston, and Mr. W. T. Skelton, had consented to act as scrutineers.

Mr. A. H. Hastie (London) asked when the voting papers would be sent out.

The President: I hope they will be out so that there will be a week or ten days between the receipt of the papers and their return.

Auditors.

Mr. J. S. Chappelow, F.C.A., Mr. Spencer B. Kendall, and Mr. Mitchell Templeton were elected auditors of the society's accounts for the year ensuing.

Annual Report.

The President: I have now to propose the reception and adoption of the report and accounts which have been circulated amongst you. In the first place I should like to refer to a paragraph in the report on the subject of membership of the society. It is satisfactory to find that we have enrolled during the year 245 new members, which is an excess over the number of new members who were enrolled in the previous year. But certainly we on this side of the table feel, as I am sure you also feel, that the proportion of the whole profession who are members of the society is not as it should be, and that we desire to see that membership largely increased. That the figures at the moment are not anything to take alarm at is clear from this, that we have applied lately much more rigidly than before the rule as to the paying up of arrears of subscriptions or removing the names of those in default. And in the last year or two a number of people who were nominally members of the society but who had not paid their subscriptions have had their names removed, with the apparent result of reducing the number of members, though in fact the active membership has not been so reduced. The Council have appointed a committee to consider suggestions that have been made at various times as to the possibility of enlarging our membership, and there exists, I know, in the minds of many of our members a strong feeling and desire that every solicitor should of necessity be a member of the society.

A Member: Impossible.

The President: I have not suggested that it is possible. My personal view is that it is impossible. I mentioned the simple fact that we know many members of the society hold and they have expressed that view. The committee have not concluded their labours. They are in communication with the provincial societies with the object of obtaining their views on the general question. One thing may be certainly said, that nothing in the shape of compulsory membership, which has been repeatedly suggested, is possible without legislation. And in the present state of business in Parliament, legislation would of course be an absolute impossibility in this session, and therefore no time has been lost by the committee not having made their report. The subject is being carefully considered by the Council and their committee, and they will very gladly receive any suggestions made by any member, because we are in entire sympathy with all those who feel that the membership ought to be widened, and that considerably. In saying that I desire to add that I do not for one moment admit that the society is not representative at present in its character. I claim that it is wholly and fully representative in the very largest degree, and I venture to assert without fear of contradiction that there is no profession the views of which can be focussed so rapidly and so completely and so accurately. The views of the great body of solicitors under the existing arrangements of this society, working in co-operation with the associated provincial societies, are fully represented.

Legal Education.

Then another subject which has occupied the anxious attention of the Council has been that of legal education. We have a committee carefully considering various proposals that have been submitted to it with a view to furthering more than we do the cause of legal education. You will gather from the report that the attendance at the classes held by the tutors has been not so good this last year as it was in the year before. You know that, as a matter of experience, before the appointment of these tutors it was found that the students did not attend the lectures, and therefore, anxious as we are to promote and encourage legal education by every means that we can, we are in this difficulty, that at present we have not before us what appears to be a workable scheme for giving the effective aid to legal education which we desire. But the committee will continue their efforts in that direction, and I should say that latterly we have been waiting to see what the new law curriculum of the London University may be. We have the satisfaction of being represented on the senate of that university by our vice-president, Sir Albert Rollit, as a member of the committee, and directly representative of the society—that is, nominated by the Council of the society—we have our friends Mr. Godden and Mr. Pennington. And therefore we may certainly hope that if it is possible that anything can be done in which this society can assist by way of co-operation with the senate of the London University that we have friends on that senate and shall be able to co-operate effectively. Our Yorkshire friends, I am bound to say, have shewn throughout the greatest possible vigour in dealing with this question of legal education by establishing a most valuable board of legal studies. They have made a proposal, which is also under the consideration of the Council, as to enabling a clerk to take a university law degree during his articles. I am not going to discuss these various questions now, I only desire that you should know that the Council are very anxiously considering this question, and I may say that the general attitude which we hold towards the question is this, that we desire to promote in every way we can the higher education of our law students, whilst at the same time we are as convinced as ever that it is necessary that the practical training of the young solicitor should receive should be obtained during his articles in the office of his master, and that the power of testing his fitness to practice should remain as it still is with the society. In connection with this subject I have to mention a resolution which was passed at our last special general meeting. It was a resolution passed on the motion of Mr. Holmes with reference to the intermediate examination. The purport of the resolution was that the examiners should divide those who have passed the intermediate examination into two classes, first and second, and that there should be an exemption made in favour of those who are placed in the first class from the fee payable by those pupils who desire to sit for honours. The Council, as it was their duty to do, took that matter into consideration and they adopted the resolution so far as regards the division into two classes, and from July next all students at the intermediate examination will be divided into first and second classes. But with reference to the second branch of the resolution the Council feel that it would be objectionable to introduce the element of a pecuniary reward into an examination the clear object of which is simply to ascertain what progress the clerk is making with his studies, and they do not propose therefore to adopt that part of the resolution.

Land Transfer.

There is one other subject upon which I should like to say a word, and that is the subject of land transfer. You will remember that at a recent special general meeting a resolution was passed upon that subject on the motion of Mr. Rubinstein, to whom I venture to say the profession is indebted for the great exertions he has made on this subject, and the great amount of time and labour he has devoted to it. The resolution which was passed was in favour of an inquiry as to the working of the system of compulsory registration in London. As you have all of you seen, the authorities have declined to grant that inquiry. But the Council are quite prepared with information which they have collected, and are collecting, and they will be glad to receive more from any member in a position to furnish them with it. They are prepared to place before any committee or commission whenever an inquiry may take place a body of evidence which I may venture to say, having carefully looked though it myself, will be found entirely to support the position which has always been taken by the members of our branch of the profession, that compulsory registration is not found to cheapen or simplify the transfer of land. Mr. Rubinstein has sent a letter which has been received since we have been in the building to attend this meeting, and he has asked me to read it. It is to the effect that he thinks our efforts to obtain an inquiry should not be relinquished, and I may certainly say that the Council will lose no opportunity that may offer itself to obtain that end.

Solicitors Act.

Then I should like to refer to matters more immediately affecting ourselves. In the first place I have the satisfaction to tell you that the

Act for the amendment of the Solicitors Act, promoted by the Council, and which has passed the House of Lords, has been introduced into the House of Commons, and stands, I believe, for second reading on an early day. We are very sincerely anxious that that Bill should pass this session. If it does it will give the Council the undoubted power of withholding the certificates of undischarged bankrupts in any case in which they think it necessary in the interests of the profession that that should be done. I have also to remind you that rules have now been adopted and issued by the Rule Committee which will make it impossible for some of our professional brethren who have brought discredit upon us to continue that kind of process they have resorted to in the past of keeping a client at bay for weeks and months before any account or particulars can be obtained from him as to what money or documents are in his hands. You will see that appended to the report there is the annual report of the Statutory Committee, and you will have seen that that committee is doing a great and a very useful work in the interests of the society and of the public. No doubt the number of cases disclosed by that committee is large, but the numbers, large as they are, need not certainly give us any cause for alarm. That there are many cases now brought before the committee and dealt with in such a way as to come within their returns which never would have come to light but under that system is, I think, an undoubted fact. Therefore you must attribute this number to a large extent to the fact that the broom is sweeping much closer than it ever did before. I find with reference to the expenditure incurred by the society in bringing cases before the Statutory Committee and before the courts, and investigating cases with a view to bringing them forward, that we have spent not only the £2,500 allocated by Parliament for the purpose, but also a much larger sum than the £2,500 of the money of the society. And I am sure I am expressing the sense of every one of my colleagues, and that you will re-echo the sentiment, that it is our determination that neither time, nor trouble, nor money shall be spared on the part of this society and of those who control it in doing whatever can be done within our proper sphere and functions to purge the roll of solicitors of all those who would bring discredit upon the honour of the profession.

King's Bench Division.

We have had cause to regret that no substantial progress has been made in the methods adopted in the King's Bench Division for the disposal of business there, but you will have noticed, as we have with satisfaction, that the judges of that division have formed a committee and are taking steps with the object it is understood of facilitating and improving the methods of transacting business in that division. The need for it has been emphasised in this hall over and over again, and we shall watch the proceedings of this committee with the greatest possible interest, and I am quite sure that if the proposals that emanate from the judges are, as we hope they will be, such as may tend to facilitate business and be in the public interest they will certainly receive the cordial support of our branch of the profession.

County Court Jurisdiction.

With reference to the county court jurisdiction we have been unable to advance in the year the wishes of the members of our profession as to increasing the jurisdiction of those courts. Our Bill is ready, and has been for many months; but the state of business is such that it has been absolutely impossible to make progress with it. But the moment an opportunity offers it is our intention to launch that Bill for increasing the ordinary jurisdiction of the county courts to £100. I think you will be pleased to see that the Lord Chancellor has acceded to a suggestion made to him which affords us an opportunity of seeing and making notes upon the rules issued by the County Courts Rule Committee before they come into operation.

Accounts.

Now I come to the accounts, and I shall say but a word or two upon these. You will see that we have a satisfactory balance of nearly £4,000 to carry forward, and that we are happily entirely out of debt. That is a great fact, and it marks what I may call for all of us, the present generation of members, something like a new departure, because that is a position in which the society has not been for very many years past. Something like a corresponding position existed in the period between '64 and '72. That was a time when the whole of the north side of the building, including the examination hall, was built and the various sites for it acquired. At that time the society had an old debt, not a very large one, but it spent £42,000 in acquiring this site and completing the building in that direction as far as it has been completed. When all that was done, in the year 1872 there was a debt of £47,250. The whole of the debt has been paid off since then, and we are the owners of a property estimated at something like £170,000 in value and entirely unencumbered. I should not like to depart from this subject without tendering to Mr. Pennington on your behalf our very hearty thanks for the great care during all these many years he has given to the finances of our society. I am now quite sure that the happy position in which we now stand is very largely due to the care and economy with which Mr. Pennington has managed your finances. I would only say that whilst we all recognize that it is his duty, a duty which he has performed most admirably as our chancellor of the exchequer, to watch very carefully every item of expenditure, it perhaps now becomes ours to see that we put before him whatever mode we can suggest of spending more money, so long as the spending of that money will be advancing the best interests and true objects of the society. And it is for that object—and I am not going to say more to-day—that the Council have appended to the report the report of a committee of their body on the subject of the proposed completion of the society's buildings.

Improvement of Building.

The object with which the Council have taken that subject in hand has been to deal, now that they are in a position to do so—having for the first time for all these many years got out of debt—with this question which has over and over again been talked of in this hall and in the Council room, in order, first of all, that we may concentrate our staff in such a way, and in such rooms, that the business of the society, largely increased as it now is, may be properly conducted. Next, that we may afford to our members more facilities in the library than now exist, by providing better accommodation for the students in adding to the existing library, and also that we may comply with that which we understand to be the desire of many of our members, that there should be additional facilities within the walls of this building for a little rest, for a few moments' conversation, perhaps it may be for the smoking of a cigar or the drinking of a cup of tea or coffee.

Mr. Hastie rose to order. He quoted the bye-laws, to shew that the chairman at a general meeting could not introduce any subject not on the agenda without the express sanction of the Council.

The President: I am much obliged to you. My attention has been called to that bye-law many times. I was not for a moment intending to bring this subject before the meeting now for its consideration, but I was telling you that the Council had, for certain reasons which I have explained, entered upon the consideration of that question, and that they had, with the desire that every member of the society should have the fullest opportunity of considering it in all its bearings, appended the report of the committee to the annual report of the Council, thus bringing it under the notice of every member of the society, and that is the only object with which I have referred to it.

The Vice-President (Sir Henry Fowler) seconded the motion.

Mr. Chas Ford (London) said that with regard to the accounts there was the same objection which he had always to bring. They were told that over £8,000 had been received from the articled clerks and yet the society had only expended the miserable sum of £205 9s. 8d. in connection with legal education. In point of law the society was required to spend the whole of that £8,000 for legal education. What the society was doing in legal education was worse than what they were doing ten or fifteen years ago. He had been waiting since 1867 for some alteration about the club and it looked as if it was coming now. So if they waited something might be done about legal education. Sir Albert Rollit was most anxious to do something for legal education, and he (Mr. Ford) hoped he would have the opportunity. Year after year the articled clerks were debited with half the rates and taxes, salaries, printing, house expenses, refreshments to assistant examiners, and so on. It was a most unfair state of things and most discreditable to the society. Except for the Articled Clerks' Fund they could not have paid off their debt. There was in the accounts an unpleasant little item of over £700 for "entertainments after each examination and Council's luncheons." He asked the Council to consider whether an item of this kind ought to appear there. It would be a great advantage if there was a composite committee with members from outside the Council who might consider the subject of finance with a view to reform.

Mr. W. P. W. Phillimore (London) asked Mr. Pennington as chairman of the Finance Committee a question with regard to the payment debited to the Articled Clerks' Fund. Seven years ago Mr. Pennington was dividing the rates and rent and salaries and some other charges between that fund and the general funds of the society. At present the amount for "rates, taxes, and voluntary subscriptions" charged to the general fund was £1,400 and to the Articled Clerks Fund £700. For "salaries to officers, clerks, and servants, and pensions" the articled clerks were charged £3,700 and the society £3,800. He was trying to find out on what principle Mr. Pennington had apportioned these sums. With regard to the report on the new buildings he asked whether the members were bound by it or whether it was merely circulated with a view to some resolution in the future?

The President: Merely for future action. It is not before the meeting, except for information.

Mr. E. Kimber (London) said he was glad to hear what the President said as to purging the profession. He thought the profession stood in a position of considerable peril. Anything reported against a solicitor would make a newspaper pay, but would anything reported in favour of a solicitor have the same effect? Any swindle perpetrated by a solicitor went down with the public, but did a swindle perpetrated on a solicitor also go down with them? Nothing of the kind. It was clear from the report that the public view of the society was an erroneous one, because, by the society's own proceedings, solicitors' clients had been invited to make an attack upon them. The attacks made upon solicitors had been proved by the investigation of the Discipline Committee in the majority of the cases to be unfounded. Was there any other society in existence which invited the prosecution of its members?

Mr. Grantham Dodd (London) thought this one of the most excellent reports the Council had ever issued. He congratulated the society upon the extinction of the mortgage, which had long been a very great incumbrance and difficulty. With regard to legal education he hoped the proposals of the Yorkshire Law Society would be carried into effect. He thought there ought to be something in the shape of prizes given at the intermediate examination. As to the memorial for the extension of the society to Wales, he hoped that would be carried into effect without difficulty. With regard to the articled clerks' account, the society had expended £4,000 beyond the receipts. The expenditure was £11,998, whilst the receipts were £8,064. If that were so, much of the objection taken by members to that account seemed to him to fall to the ground.

Mr. W. J. Armitage (London) suggested that with a view to increasing the membership of the society conversaziones or other entertainments at which members of the profession could be brought into personal contact with the members of the Council should be given from time to time.

Mr. HOPE (London) asked whether in the future the proportional representation in provincial matters on the Council would be given in the report. It would be a very good thing if the number of provincial members on the Council were stated in the report.

The PRESIDENT: We will take note of your suggestion.

Mr. F. J. EAST (London) referred to the president's remarks as to the rules by which clients might more speedily get an account from their solicitor and ascertain what documents and securities were in his hands. He asked whether the Council would take into consideration the expediency of altering that part of the law which compelled the solicitor to wait one calendar month before he could proceed to recover upon his bill of costs? If they were going to be smart with the solicitor and compel him to cash up, the scales should be evenly held, and the members of the profession should have facilities for recovering their fees and so abolishing that which was at present a great injustice.

Mr. RICHARD PENNINGTON (London) said Mr. Phillimore had asked a very reasonable question, and with regard to which it was quite right he should receive an explanation. Mr. Phillimore had said that practically half the charges incurred in payment of "salaries to officers, clerks, servants, and pensions" had been debited to the society and half to the articled clerks, but that with regard to "rent, rates, and taxes" a larger proportion was charged to the society than to the articled clerks. Formerly, as Mr. Phillimore had said, half the amounts spent in rent, rates, and taxes was charged to each of these accounts; but after very careful consideration, some few years ago the Council came to the conclusion that it was very desirable that they should have a valuation made for the purpose of seeing whether they were correct in making that charge in that way. The Council, therefore, took the opinion of a very eminent surveyor, who made a very careful valuation and calculation, and they then came to the conclusion that it would be proper that a larger rent should be paid by the society than was charged to the articled clerks. That having been settled, the rates, of course, followed. With regard to the salaries of officers, &c., the Council had always felt that the benefits which were conferred on articled clerks in having the use of the society's buildings in connection with their education and examination, and so on, justified them in charging them as much as the society was charged. That question was raised some years ago, and it was taken to the Master of the Rolls and to the late Lord Chancellor, and that in a very fully and very carefully detailed manner, and they came to the conclusion that the accounts were made out on a perfectly accurate principle; and acting upon that the Council were confirmed in the view which, of course, they had taken themselves, and they therefore continued to charge half the salaries to one fund and half to the other. There was no change in proportion as regarded the salaries. There was a difference of £100, which was a payment in connection with the Petty Bag Office. The Council thought that articled clerks had nothing to do with that, and therefore the fund was debited with no part of it.

The motion was carried.

A MEMBER EXPELLED.

The PRESIDENT: I am sorry to say there is a somewhat unusual and unpleasant matter we have now to submit to you, and that is the proposal to expel a member. I am sure you will not wish that I should occupy your time at any length. The gentleman is an undischarged bankrupt and his discharge is withheld on the ground that he has not kept proper books and that he attributed his bankruptcy to gambling. He has been invited by the Council to give an explanation, and in accordance with the bye-law it is my duty to move that he be removed from the society.

The VICE-PRESIDENT seconded the motion, and it was carried.

The PRESIDENT said the name of Mr. Frank Coulthard would therefore be removed from the list of members.

LENDING LIBRARY.

Mr. PHILLIMORE moved in accordance with notice: "That the Library Committee shall take immediate steps to form a lending library of law books for the use of country and London members, and this meeting directs the Council to pay £400 a year to the Library Committee for that purpose." He said it had occurred to him more than once to ask what advantage the country member received from the society. The society might greatly increase the attraction to country members if a section of the library was devoted to lending out books after the style of the London library. Members at a distance did not receive that benefit from the library to which they were entitled, and he thought it would be possible to institute a lending library, such as existed in most provincial towns, of law books, which could be sent out, not, of course, for an excessive length of time, but for a short period, to members at a distance from the building and in the country who would care to use such a privilege. Of course, in the first instance there was the radical difficulty that there was no room in the library for the additional volumes which would be required. Therefore it would have to be deferred some considerable period until the society was in a position to provide shelf room.

Mr. FORD seconded the motion. He thought it such an excellent proposition that it was not likely to receive any consideration from the Council. It ought to have been done years ago and would have been if the Council had been a reforming body instead of gentlemen who were well satisfied with things as they were. The country law societies were far ahead of London in many matters and a long way ahead of them in this.

The PRESIDENT: I seem fated to-day to disappoint Mr. Ford. I can assure him the Council will always be pleased to consider this or any other suggestion which may be made on the subject. So far as we can see at the present time the suggestion is not practicable. We have had no request from the country societies in this direction. We know that many of them have their own libraries, and we should, I think, find very great practical difficulties in carrying it out. If it could be carried out as fully as Mr. Phillimore and Mr. Ford think it would certainly involve an expenditure of three or four times the £400 they talk about. But I can assure you it will be carefully considered by the Council.

On the motion being put to the meeting eight votes were recorded in its favour and a considerable majority against. It was therefore negatived.

The PRESIDENT: The other motions fall with it.

Mr. PHILLIMORE: Not the second.

The PRESIDENT: Quite true. But with reference to the third, having regard to what has been said as to the intentions of the Council with regard to the new buildings, will it not be better to leave it for the present?

Mr. PHILLIMORE: I think it would be desirable, as the whole subject is under consideration and the articled clerks are especially referred to in the report.

The following are the motions in question of which Mr. Phillimore had given notice: (1) "That in order to provide the said £400 the Council is hereby directed to limit their expenditure in the future on Council luncheons and other entertainments to the sum of £300 a year." (2) "That the Council shall provide a separate library for the use of articled clerks, and take steps to utilize the strangers' dining room in the Law Club for that purpose."

COUNCIL ELECTIONS.

Mr. PHILLIMORE asked: (1) "How many votes were received at the election of the Council in 1900 by the lowest successful candidate, and by Mr. Harvey Clifton, the unsuccessful candidate?" (2) "Why the scrutineers omitted to report the number of votes given to the various candidates at that Council election contrary to their usual practice, and whether the Council will take steps to ensure that such information is circulated among the members in the future?" He said he had not asked the questions with any electioneering object on the part of friends of his who were candidates. He was not aware when he gave notice of the questions that there was to be any contest, and he had not communicated with any of the candidates.

The PRESIDENT: The answer to the first question is that the numbers were 1,770 and 1,570 respectively, and to the second that the scrutineers did not omit to report the number of votes given to the various candidates, nor did they omit to give the usual publicity. The report was read at the adjourned meeting on the 1st of August, 1901, prints were distributed amongst the members who were present, and the reports were sent to the legal journals. It is quite true that the proceedings at the adjourned meeting at which the report of the scrutineers came up used to be printed separately and posted to the members. If it is desired on the part of the members that that expense should be continued we should be very happy to carry out their wishes, but it was simply dropped because it was thought every member knew the result, and that therefore the expense was unnecessary.

Mr. PHILLIMORE: When was it dropped? Last year?

The PRESIDENT: Five or six years ago.

Mr. PHILLIMORE also moved: "That, in the opinion of this meeting, the present method of election to the Council is most unsatisfactory, and has resulted in its becoming virtually a close, self-elected body, totally unrepresentative either of the society or the profession at large." He said the position of the society and the Council as representative of the profession at large had been insisted upon rather strongly by the president. But he submitted that it was not in any sense truly representative for the reason that the Council were not elected by the general body of members, but only as the answer by the president to his question shewed, by a very small fraction of the members at large The Council no doubt in many respects deserved well of the profession for the time they spent and the zeal with which they looked after the interests of the profession. The members could not all, of course, agree with them in everything they did from time to time. They had opposed certain reforms that some of the members thought necessary; but he wanted to emphasize the fact that the time had now come when the method of election should be altered. It would be quite well to elect the Council *en bloc*, or a large section of it, by the voice of the whole of the members of the society if the society were a small one, as the society was forty, fifty, or sixty years ago; but the method of election suitable to a small local society in which all the members were very well known to one another was not suited to a society which had grown to the considerable position occupied by the Law Society. The candidates must necessarily be absolutely unknown to the members at large, and it was largely a matter of chance who was elected. That had resulted in a very mischievous method of electing members to fill vacancies, and that was what, without any desire to be disrespectful, he might call a house list. There were nominally ten vacancies, but the Council regarded them on this occasion as only three really, and the President had nominated three gentlemen to fill those three vacancies. It was a matter of long custom, no doubt, that the presidents and various members of the Council should nominate candidates, but he regarded it as a very gross abuse that the president who sat in the presidental chair as a neutral officer of the society should nominate any candidate whatever, because it gave that candidate an undue advantage with the general body of the members. He thought it would be far better that the president and Council generally should hold themselves aloof from nominating candidates in their official capacity, as had been done in the case of the present election, where the nomination papers were issued with the word "president" after the president's name. The way by which the Council could be made more representative opened two alternatives—the first was to divide the body of members in the country into electoral districts of say 500 members each to whom candidates could send their

circulars and electoral addresses; the other was the system of representation from the provincial societies. He favoured the first.

Mr. Ford seconded the motion, observing that it was another excellent proposal, and therefore it had no chance with the Council. Was it not a fact that the Law Club existed as a council electing club? Notwithstanding the report, nothing would induce him to believe that the Law Club would be done away with.

Mr. Joseph Addison (London) said he did not think the Council would complain in view of the exceedingly temperate manner in which Mr. Phillimore had brought the motion forward. He did not think they could take Mr. Ford quite seriously, because, in spite of the fact that voting papers were sent to every member of the society both in town and country, he assured them in a solemn way that the members of the Council were elected by the club. The number of members voting at the election last year was 2,941, and I think the number of members of the club was somewhat under 400.

Mr. Hastie: More than the majority.

Mr. Addison said that they could draw their own conclusion. The fact was that prior to 1894 there had been some question raised as to what was termed a house list, and things got into an exceedingly unsatisfactory condition. Complaints were made of the system, which was thought by many not to be very satisfactory to the society. Again the Council had considered the interest of the country members, and he wanted the meeting particularly to bear in mind that not only London but the country was concerned, and should be represented as far as possible. At any rate in 1894, after very considerable consultation with the representatives of the provincial law societies, and after ascertaining the views of those who were capable of judging both in town and country, it was decided by the Council—not in any way as dictating to the electors, because they all knew that if one attempted to dictate to electors what they should do they would do just the opposite—but it was decided that the Council in London should, in conjunction with the representatives of the provincial bodies all over the country, consider who were the most fitting persons to be elected, and that their names should be placed before the electors for consideration. That was all that was done. It was quite open to the constituents to accept the persons put before them with the approval of the Law Society or any other persons whose names appeared before them, but he thought the Council were doing nothing here that was not done by the governing bodies of all societies throughout the country; that was to convey some indication to the members of the society of the persons whom they considered would be useful in the interest of the profession, because that was the sole interest any of them could have in view. He submitted that that which was found to be working well was distinctly better than the chaotic scramble and canvassing which would take place if any such scheme as was proposed were brought into effect.

Mr. Melvill Green (Worthing) regretted that the motion had been brought forward, because it was in substance a proposition to apply for a new charter. Nothing could be done otherwise. The mode of election was provided by the charter. It might be that the time was drawing near when they should apply for a new charter, and the second motion of Mr. Phillimore which had yet to be moved might consequently be a very desirable one. But Mr. Phillimore said that first of all they must come to the conclusion that the mode of election was most unsatisfactory, and that the Council was totally unrepresentative. He regretted the motion because it was exactly the kind of motion which postponed reform. A moderate motion might be carried, but there was no need to anathematize the able and industrious men who formed the Council. Amongst other things with regard to a new charter the mode of election to the Council might have to be considered, but it was not furthered by such a motion as this. The right thing was move for a good strong committee to consider whether the time had come for a new charter and what that should be.

Mr. Phillimore said he would withdraw the motion if Mr. Green would second the one he was about to bring forward.

Mr. Hastie said they all wanted to know who the Council supported, some that they might vote for them, and others for an exactly opposite reason. There was no reason why the Council should not indicate their candidates. But at the last election ten candidates were elected *en bloc* practically by the same 1,750 voters, and one who had the very large number of upwards of 1,500 votes failed to be elected. The 1,700 carried the whole body, and the 1,400 were not represented. What was wanted was a system of cumulative voting. No new charter was required, an alteration of the bye-laws would do all that was necessary.

The Vice-President said that Mr. Hastie had raised what was the real issue, which was that there should be minority representation. That was a very fair and very proper subject for consideration. It had perplexed the most accomplished intellects of this generation, and no one had yet been able to find out a satisfactory mode of minority representation. He thought the mode Mr. Hastie mentioned, the cumulative vote, the very worst that was ever invented. He did not see how they could apply the cumulative vote to this constituency. It was one man one vote, and there were so many thousand men who had the opportunity of exercising the franchise. Every man was put upon an equality with every other man. No candidate was put to any expense in sending his name round or in intimating that he was a candidate for the Council. The voting list was sent to every individual member. He had a right to assume, and he was determined to assume, that every member of the society was an intelligent man, that he was capable of exercising his franchise, and would not submit to be dictated to. He might assume—it was not an unnatural assumption—that those who had been in charge of the direction of the society for a considerable number of years, who were familiar with the profession not only in London but in the provinces, that they were at all events as likely to be able to suggest competent persons, experienced persons, independent persons, to fill that office as anybody else. There was no obligation to follow their opinion. Supposing the principle was thus, and he, as vice-president, put down his name as nominating Sir Albert Rollit, nobody was bound to take his opinion. Each individual man, whether there was 1,700 or 3,000 or 4,000, each individual man was able to exercise his own vote. If, of course, the meaning was that they were to put upon the Council those gentlemen who were objectionable to the majority of the constituents, for whom the majority would not vote, that was a new principle in an election, for which there was a good deal to be said in in its favour, especially when one had been some portion of one's life in a minority. One had a kindred feeling and would like to have it so. But, looking at it practically, the resolution could have no meaning whatever. As Mr. Hastie had said, it simply cast an indirect slur upon the Council because he (the vice-president) was bound to say he had been familiar with the Council, with its regular meetings only recently, and he had been astonished at the time, the attention, the ability which an overwhelming number of the Council gave every week, and more than one day a week, to the affairs of the society. In his public life he had been associated with no body of men who so readily and ungrudgingly devoted their talent, time, attention, and experience to the best interests of the profession. And he had never seen a trace of any motive not consistent with that position which the Council took. If anybody would formulate a scheme, and submit it to the Council, he had not the shadow of a doubt that the Council would consider it. He was sure he should in the position he happened to occupy next year, he should be most ready to consider any scheme, but he told them frankly that he did not see his way to one yet. That did not mean that he should shut his eyes and ears to anything which might be proposed to secure a more representative body than at present, but out of fifty-two members of the Council twenty-two represented country societies, north, south, east, and west. They were nominated by the country law societies; and speaking of Birmingham, with which he was the more familiar, he might say that the gentleman who had been nominated as a representative of Birmingnam in place of their esteemed friend Mr. Saunders, who had been for many years a member of the Council, that gentleman was nominated from Birmingham, Worcester, Liverpool, Leeds, and Wolverhampton. He thought the country solicitors were not only well represented on the Council, but adequately represented. If Mr. Phillimore or Mr. Ford or anybody else would evolve some new scheme which they thought was better than the present one he was certain the Council would give that scheme the best consideration. He hoped the meeting would not pass a resolution which, if it indicated anything, was simply a censure on the Council, and indicated no new mode of dealing with the question.

Mr. Phillimore, in reply, desired to disassociate himself from any idea of casting a personal slur on the Council, because he was very well aware of the time and energy they gave to the affairs of the society. It was a physical impossibility to know in this long list who were the most worthy of their votes.

On the motion being put Mr. Phillimore and Mr. Ford only voted for it, and it was negatived.

The following motions, of which Mr. Phillimore had given notice, were consequently not proceeded with: (1) "That a committee be hereby appointed to consider the present method of election to the Council, and how it may be best amended, and the Council rendered representative of the society." (2) "That such committee shall consist of three members to be nominated by the Council, and six by this meeting, with power to increase their number to twelve." (3) "That the report of this committee shall be circulated amongst the members not less than one week before the next general meeting of the society, and that at such meeting it shall be taken into consideration."

Intermediate Examination.

Mr. F. H. Stevens (London) had given notice to move: "That the Council be requested to take the opinion of the Provincial Law Societies—(1) As to whether it if desirable to alter the society's examination regulations so far as to enable articled clerks to present themselves for intermediate examination at an earlier period of their articles than at present permitted; and if so (2) At what period of his service an articled clerk should be allowed to sit for intermediate examination; and to report to the society."

The President: May I tell you, Mr. Stevens, that the Council have anticipated your motion. They have been in communication with the provincial societies, and have adopted the principle of your suggestion. A regulation will be in due course made, under which the pupils coming up for the intermediate examination may tender themselves at any time after one year's service.

Mr. Addison said it was entirely owing to the suggestion which had emanated from Mr. Stevens that the subject had been taken into consideration by the Council. He thought he should have the merit of it.

The motion was not therefore proceeded with.

A vote of thanks to the President, on the motion of Mr. Ford, terminated the proceedings.

At Manchester, on Saturday, says the *Times* reporter, at the sitting of the Crown Court, in the presence of a large number of members of the bar, Mr. Justice Ridley, Mr. Justice Bucknill also being on the bench, referred to the loss that the circuit has sustained in the recent death of Mr. Charles P. McKeand, who was brilliant as a defender of prisoners and always most scrupulous as an advocate. He said that he lamented that Mr. McKeand had been cut off practically in his prime, and could not but admire his pluck in continuing his work almost up to the last though he knew he was suffering from an incurable ailment. Mr. Shee, K.C., replied in suitable terms on behalf of the bar.

LEGAL NEWS.

OBITUARY.

Sir Robert George Raper, solicitor, the head of the firm of Raper, Freeland, & Tyacke, of Chichester, died on the 12th inst. in his seventy-fifth year. He was the son of Mr. Robert Raper, solicitor, of Chichester, and was admitted in 1850. He took an active part in public affairs, and between the years 1860 and 1889 filled the offices of Mayor of Chichester no fewer than ten times. He was knighted in 1886. He was a justice of the peace for the city; for forty-five years acted as clerk to the Westhampnett Union; was for a long period clerk to the county magistrates, secretary to the Bishop and clerk to the Dean and Chapter, district registrar of the Probate Court, and held many other public appointments. He was also local solicitor to the Duke of Richmond and Gordon.

APPOINTMENTS.

Mr. Robert A. Gillespie, barrister-at-law, has been appointed to be Stipendiary Magistrate at West Ham, in the place of Mr. Ernest Baggallay, appointed metropolitan police magistrate.

Mr. Shepherd Little, barrister-at-law, has been appointed a Revising Barrister upon the Northern Circuit, in the place of the late Mr. G. X. Segar.

CHANGES IN PARTNERSHIP.

Dissolution.

Arthur Reed Jackson and Frederick Septimus Rose, solicitors (Jackson & Rose), 83, High-street, Sutton, Surrey. June 30. [*Gazette*, July 16.

GENERAL.

Mr. J. Moore-Bayley, solicitor, of Birmingham, writes a letter to the *Times* on county court appeals, in which he sums up the proceedings in successfully resisting an appeal made by a wealthy insurance company against a verdict for £46 obtained in the Birmingham County Court by a collector who had been wrongfully dismissed, as follows: "One county court judge engaged twice, and one jury. The Lord Chief Justice of England with Mr. Justice Lawrance in the Divisional Court. The Master of the Rolls with Lord Justice Vaughan Williams and Lord Justice Stirling in the Court of Appeal. The possibility of an appeal to the House of Lords, entailing the services of the Lord Chancellor and the Law Lords." Truly, indeed, he remarks, a judicial Nasmyth hammer with which to crack a small legal nut.

On the 12th inst., Mr. Slade, the metropolitan police magistrate, appeared on the bench for the last time. Mr. Washington, sen., the oldest solicitor in the district, said that the solicitors had assembled, not only to wish Mr. Slade good-bye, but also to say how sorry they were to lose him. The solicitors who had practised at this court desired to thank him for the courtesy and help he had always extended to them, and they hoped that in his retirement he would have "length of days and happiness of mind and body." Mr. Sydney also spoke for the solicitors, and Mr. Smith on behalf of public officials of the district, as well as Mr. H. Coates, the clerk of the court. Superintendent Waters testified to the many acts of kindness which Mr. Slade had shown towards the police. Mr. Slade said: "I did not know it was the duty of a magistrate when retiring from the bench to make a speech, but I cannot allow this gratifying demonstration to go by without saying how deeply I feel the kindness you have shown me."

In the course of a trial this week in the Probate Division, Sir Richard Nicholas Howard, solicitor and town clerk for Weymouth, gave an interesting account of the custom of conveyance by "church gift" prevalent in the Island of Portland. He said that for hundreds of years it used to be the custom at Portland for persons buying or selling land to go to the parish church and there make a verbal declaration to that effect, and this was held a valid transfer. After the passing of the Act requiring transfers of land to be by deed, people asked a schoolmaster to go to the church and there draw up on a sheet of foolscap paper a recital of a transfer by "church gift," and this had until recently been considered legal and valid. It was stated by another witness that the form of church gift is as follows: "[Stamp] Memorandum.—That on the — day of — in the year — I —— of —— Portland, in the county of Dorset, came into the parish church dedicated to St. George, and did then and there, according to an ancient custom of the island, time out of mind, in the presence of the undersigned witnesses, freely give, transfer, and convey unto —— . . . and this I acknowledge to be my free church gift. In witness whereof I have set my hand and seal this said day and year above written.—Signed —— [Seal] —— witness; —— witness."

At the Maidstone assizes, before Mr. Justice Mathew, Henry Stringer, solicitor, was indicted for stealing a cheque for £240 10s. 9d. from the Commissioners of Walland Marsh, in Kent. The prisoner was a solicitor at New Romney, in Kent, and for many years had held the appointment of clerk to the Commissioners of Walland Marsh. Since the year 1882 it had been part of his duty to collect the scots levied on the occupiers and owners of the marsh lands. It was shewn in defence that for years Mr. Stringer had been in the habit of receiving such sums, and sometimes paying an amount due to several levels into the account of one. He would then draw cheques on the one account and pay the sums over to balance the other accounts. He had, moreover, various disbursements to make in the course of a year, some of which were paid from his own account. At the close of each financial year the various accounts were audited and Mr. Stringer paid over the amount found to be due from him. It was urged that throughout it had been treated as a debtor and creditor account, and that so long as the amount due had been paid at the end of the year everybody had been satisfied. Many witnesses were called as to Mr. Stringer's character and the honourable position he had always occupied, and the jury acquitted the prisoner.

Lord Morris, who is happily recovering from his illness, was, says the *St. James's Gazette*, probably the most humorous judge on the Irish bench, which is saying a great deal. At Coleraine, where a veterinary surgeon was being sued for damages for the value of a horse which it was said he had poisoned, the case turned on the number of grains which could be administered to the horse with safety, and a dispensary doctor stated that he had often given eight grains to a man, the suggestion being that twelve for a horse could not therefore be excessive. "Never mind your eight grains," said Lord Morris. "We all know that some poisons are cumulative in effect, and ye may go to the edge of ruin with impunity. But the twelve grains—would they kill the Divil himself if he swallowed them?" The doctor, who seemed annoyed, did not know; he never had "him" for a patient. "Ah, no, docther, ye niver had," came from the Bench; "more's the pity. The old bhoy's still alive." It was in Lord Morris's court that one of the strangest judgments on record was once given. It was an abduction case, the offence being of a purely technical character. The judge listened patiently to the whole of the evidence, and then, addressing the jury, said: "I am compelled to direct you to find a verdict of guilty in this case, but you will easily see that I think it is a trifling thing, which I regard as quite unfit to occupy my time. It is more valuable than yours. At any rate, it is much better paid for. Find, therefore, the prisoner guilty of abduction, which rests, mind ye, on four points—the father was not averse, the mother was not opposed, the girl was willing, and the boy was convaynient." The jury found the prisoner guilty, and the judge sentenced him to remain in the dock till the rising of the court. Hardly had he delivered sentence than, turning to the sheriff, Lord Morris said: "Let us go," and, looking at the prisoner, he called across the court, "Marry the girl at once, and God bless you both."

The Southwark and Vauxhall Water Co. notify a further issue of their Three per Cent. Debenture Stock to produce the sum of £69,182. Applications for same to be made by tender on or before July 23.

COURT PAPERS.

SUPREME COURT OF JUDICATURE

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, July 22	Mr. Carrington	Mr. King	Mr. Pemberton	Mr. Greswell
Tuesday 23	Greswell	Church	Jackson	W. Leach
Wednesday 24	W. Leach	King	Pemberton	Greswell
Thursday 25	Pugh	Church	Jackson	W. Leach
Friday 26	Jackson	King	Pemberton	Greswell
Saturday 27	Pemberton	Church	Jackson	W. Leach

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, July 22	Mr. Beal	Mr. Farmer	Mr. Pugh	Mr. R. Leach
Tuesday 23	R. Leach	Godfrey	Carrington	Beal
Wednesday 24	Beal	Farmer	Pugh	Godfrey
Thursday 25	R. Leach	Godfrey	Carrington	Farmer
Friday 26	Beal	Farmer	Pugh	Church
Saturday 27	R. Leach	Godfrey	Carrington	King

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

Syrett—Freeman.—On July 13th, at St. Bartholomew's Church, Sydenham, by the Rev V. R. Lennard, Rector of Lower Heyford, Oxon, assisted by the Revs. G. M. Davis and K. Clarke. Clarence Goulice, eldest son of Alfred Syrett, of Finsbury-pavement, City, and Oaklands, Sydenham, to Lilian, youngest daughter of the late Captain Freeman, formerly of Hackney, and late of Sydenham.

DEATH.

Lavie.—On July 16th, at 32, Queen Anne's-gate, Germain Lavie, late Chancery Registrar, aged 65.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 23.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2:—151 and 153, Newington-causeway: Excellent Bank Premises, comprising ground floor, nearly 60ft. deep, and strong room in basement; let on repairing lease to the Capital and Counties Bank for 35 years from 1897 at £404 per annum. 42 and 43, Maiden-lane, Strand: Commercial Premises of six floors and basement, with a frontage of about 35ft. 3in.; let at £250 per annum. Solicitors, Messrs. Nisbet, Daw, & Nisbet, London. (See advertisement, July 13, p. 5.)

July 24.—Messrs. Douglas Young & Co., at the Mart, at 2:—Ilford-hill: Freehold Property, known as Chiswick House and The Bakery, Ilford-hill. Solicitor, J. Turner, Esq., London.—Clapham-road: Residences, known as 1 and 2, Carlton-mansions. Solicitors, Messrs. Digby & Liddle, London.—Sutton: Freehold Building Estate, known as Cheam Hall Farm, Lower Cheam, having a frontage of 1,600 feet. Solicitors, Messrs. E. C. Rawlings & Butt, London.—Dalston: Two Leasehold Shops and Dwelling-houses, 7 rooms and shop; both let at £40 per annum. Hoxton: Shop and Dwelling-house, 5, South-street, New North-road; let at £45 per annum. Solicitors, Messrs. Field, Roscoe, & Co., London.—Wandsworth-common: Corner Freehold Building Site. Solicitors, Messrs. Monro, Slack, & Jeppe, London.—Ilford: Two Freehold Houses. Solicitors, Messrs. J. L. Mason & Co., London. (See advertisement, July 13, p. 662.)

July 25.—Messrs. Farebrother, Ellis, Egerton, Breach, Galsworthy, & Co., at the Mart, at 2:—Cornhill, City: Freehold Investment, producing £1,030 a year, arising out of property occupying one of the most valuable positions in the City, admirably adapted for insurance and public companies, bankers, trustees, and others; let to the Merchants' Marine Insurance Company at £1,000 per annum. Solicitors, Messrs. Lawrence, Graham, & Co., London.—Cheapside, City: Freehold Investment, occupying the finest business position in this important trading thoroughfare, adjacent to St. Paul's-churchyard, and close to the General Post Office; let at £525 per annum. Solicitors, Messrs. Rees, Davies, & Co., London. (See advertisements, July 13, p. 5.)

July 25.—Messrs. Daniel Watney & Sons, at the Mart, at 2:—Wandsworth Common: Freehold Property, a Family Residence and additional buildings, containing an area of about 1½ acres, occupied as a school for the indigent blind, at the rent of £390 per annum. Solicitors, Messrs. J. T. Freeman & Co., London.—Folkestone, the remaining portions of the Catchpool Estate, consisting of freehold building and accommodation land situate near Folkestone Central and Shorncliffe Railway Stations, the whole containing about 105 acres, in numerous lots.—Clapham Common: A palatial Freehold Family Residence, lately described as The Cedars, but now known as No. 44, North Side, Clapham Common; value about £150 per annum, with possession at Christmas next. Solicitors, Messrs. Druces & Attlee, London. (See advertisements, July 13, p. 662.)

RESULTS OF SALES.

Reversions, Life Policies, Shares, and Debentures.

Messrs. H. E. Foster & Cranfield held their 695th Periodical Sale of the above Interests at the Mart, E.C., on Thursday last, the total of the sale being £3,119 18s 6d.

		£	s.	d.
REVERSIONS:				
Absolute to One-eighth of One-ninth of about £51,575; life 44	Sold	125	0	0
Absolute to One-sixth of about £10,300; life 37	,,	400	0	0
LIFE POLICIES:				
For £1,000; life 46	,,	225	0	0
For £1,000; life 46	,,	225	0	0
SHARES and DEBENTURES:				
Ranelagh Club (Ltd.): 250 6 per Cent. Cumulative Preference Shares of £1 each, fully paid	,,	237	10	0
Biograph and Mutoscope Co. for France (Ltd.): 2,500 Ordinary Shares of £1 each, fully paid	,,	62	10	0
Okonite Co. (Ltd.): 726 6 per Cent. Cumulative Preference Shares of £2 10s. each, fully paid	,,	997	10	0
Same Co.: 951 Ordinary Shares of £2 10s. each, fully paid ...	,,	547	8	6
Associated Portland Cement Manufacturers (1900) (Ltd.): £400 4½ per Cent. First Mortgage Debenture Stock	,,	300	0	0
Prince's Hall Restaurant (Ltd.): Two £50 Debentures... ...	,,	90	0	0

Messrs. C. C. & T. Moore sold at the Mart, on Thursday, July 18, the Estate of the late Mr. Julius Rosenberg: For a Copyhold Shop in Cable-street, £535; nine Freehold Houses in Morgan-street, Commercial-road, £4,045; two in Umberston-street, £710; two Freeholds in Grove-street, £1,300; a Corner Block of four in Pinchin-street, £1,385; two Freehold Houses in Buxton-street and two in Buttress-street, £1,160; Short Leaseholds in Newark-street and Bedford-street, £1,210; Leasehold Property in Morgan-street and Coborn-road, Mile End, £3,300, and in Morris-road, Bromley, £1,000; other sales, £325. Total, £15,700.

Mr. Frederick Warman sold at the Mart, on July 16, the Freehold Property, 11, John street, Bedford-row, for £4,000.

WINDING UP NOTICES.

London Gazette.—Friday, July 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Central American Trust, Limited—Creditors are required, on or before Aug 24, to send their names and addresses and the particulars of their debts or claims, to Edwin Hayes, 28, Basinghall st. Hargrove, Victoria st, Westminster, solor

H. Wheatley, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas Grinsted, 2, Connaught mansions, Sidbury st, Fulham. Anderson, Gray's inn sq, solor for liquidator

Isle Royale Land Corporation, Limited—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to George Nicholson, 24, North John st, Liverpool. Alsop & Co, Liverpool, solors for liquidator

John Nodder & Sons, Limited (in Liquidation)—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Jonathan Smith Hancock, 23, Church st, Sheffield. Neale, Sheffield, solor for liquidator

Modern Drama Syndicate, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William C. 40, Old Broad st. Edwards, Gray's inn sq, solor for liquidator

White Horse Gold Mining Co., Limited (in Liquidation)—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Newman Mayo Ogle, Worcester House, Walbrook. Campion & Co, Queen st, solors for liquidator

London Gazette.—Tuesday, July 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

Carbon (New) Syndicate, Limited (in Voluntary Liquidation)—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to Alexander Doig, 6, Great Winchester st

Lindsay Citrus Orchard Co, Limited—Creditors are required, on or before Sept 12, to send in their names and addresses, and the particulars of their debts or claims, to H. Sutton Palmer, 10, Newton grove, Bedford Park

New Oxted Stores, Limited (in Liquidation)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Henry Riches, 81, Cannon st. Hyland & Co, 81, Cannon st, solors to liquidator

Square Cafe Co, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to George William Deacon, 32, Kennedy st, Manchester. Wragg, Manchester, solor to liquidator

Tyler & Ellis Manufacturing Co, Limited—Petn for winding up, presented July 13, directed to be heard July 24. Rowcliffes & Co, 1, Bedford row, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 23

United States Land and Colonization Co, Limited—Creditors are required, on or before Aug 19, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Carde, 8, Danemere st, Putney

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Tuesday, July 16.

Barnewall, Henry Charles, 24, Priory rd, Kilburn Sept 1 Bennett v Barnewall, Kekewich, J Slaughter, 7, Arundel st, Strand

Brougham, Hon Frances Isabella, 22, Rue Raynouard, Passy, Paris Aug 27 Vitzthum v Bexley, Byrne, J Borrett, 6, Whitehall pl

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, July 5.

Andrew, Jane Margaret, Malvern Wells Aug 10 Weyman & Weyman, Ludlow, Salop

Bainbridge, Isabella, Holme, Westmorland Aug 3 Watson & Chorley, Kendal

Bates, James, Over Winsford, Chester, Ironfounder Aug 5 Dixon, Northwich

Brevor, William Aubry, Harley st Aug 15 Balleys & Co, Berners st

Boorman, Fanny, Gravesend Aug 15 Saxton & Morgan, Somerset st, Portman sq

Brown, George, Devonshire st, Bloomsbury, Builder Aug 1 Roberts, Gray's inn sq

Capron, Henri John, Clevedon, Medical Practitioner Aug 20 Abbot & Co, Bristol

Coward, Walter Audeley Reginald, Woolwich Aug 26 Williams, Sherborne ln

Davis, Ann, Banbury Aug 14 Pellatt & Pellatt, Banbury, Oxon

Davis, George, Ashton Gate, Bristol, Fish Salesman Aug 10 Evans & Taylor, Bristol

De Cruz, Emily, Brockley Aug 19 French, Crutched Friars

Dory, Lydia, Wandsworth Common Aug 15 Allward, Gray's inn sq

Duff, Andrew Charles, Edgbaston Aug 1 Mitchell, Birmingham

Eaglestone, Hannah, Grimsbury, Banbury Aug 6 Fairfax, Banbury

Exley, Thomas Eden, Hilperton Marsh, nr Trowbridge Aug 31 Abbot & Co, Bristol

Flower, William, Matravers, Dorset, Farmer Aug 12 Dibben, Wimborne

Forsey, John, Worthing Aug 20 French, Crutched Friars

Gardiner, William, Merstham Aug 7 Sykes, Gt Winchester st

Glyn, George Thomas, Stratford, Printer Aug 10 Smith, Charles sq, Hoxton

Halls, Sarah Eliza Heathcote, Mary Amelia Halls, and Julia Helen Halls, Southgate Aug 15 Garrett, Gt James st, Bedford row

Henry, Leonard Clements, Clement's ln, Mining Engineer Oct 1 Parker, Monument sq chmbrs, Monument sq

Hodgson, William Markinson, West Riding Asylum, Wakefield July 30 Bulmer & Lawson, Leeds

Holmes, Mary Elizabeth, Gt Yarmouth Aug 9 Wiltshire & Sons, Gt Yarmouth

Humphreys, Susan, Forest Gate Aug 15 E F & H Landon, New Broad st

Ingram, William, Blackpool, Builder July 31 Ponsonby & Carlile, Oldham

Jackson, Mary Anne, Leamington July 31 Wright & Co, Leamington

Kitson, Emma, Sheffield Aug 6 Watson & Co, Sheffield

Lickorish, William Earnshaw, Dewhurst rd, West Kensington Sept 1 Lickorish & Co, Queen Victoria st

McGeachy, Clara, Shenley Hill, Herts Aug 17 Paines & Co, St Helen's pl

Macpherson, Mary, Manchester July 31 Llewellyn & Son, Tunstall

Mead, William, Banbury Aug 6 Fairfax, Banbury

Otter, Georgiana Justice, Fulham Aug 17 Rye & Eyre, Golden sq

Pole-Smith, William Henry, Richborough Hall, nr Sandwich, Kent Aug 31 Hills, Margate

Pugh, James Melton, Ramsgate Aug 31 Hills, Margate

Rabling, William, Camborne, Cornwall, Merchant Aug 5 Daniell & Thomas, Camborne

Ray, Harriet Anne, Knighton, Staffs Aug 9 Heane, Newport, Salop

Roberts, Charles, Uxbridge, Surgeon Aug 16 Woodbridge & Sons, Uxbridge

Savill, Arthur, Aldershot Aug 12 Eve & Clinton, Aldershot

Smith, Andrew, Toronto, Canada Aug 1 Witty, Old Jewry chmbrs

Smith, Harriet Anne, Horsham Aug 10 Stibbard & Co, Leadenhall st

Terry, Sarah Ann, Horsham July 24 Coole & Haddock, Horsham

Thomas, Rev Charles Edward, Hemsworth, Yorks Aug 8 Leatham & Co, Wakefield

Thornton, Agnes Ann, and Hannah Thornton, Kendal July 30 Watson & Chorley, Kendal

Troup, John, Upper Clapton Aug 8 Spyer & Sons, New Broad st

Tyas, William Empsall, Brighouse, Contractor Aug 31 Furniss & Co, Brighouse

Ugarte, Countess, Oakham, Rutland July 31 Adam & Son, Oakham

Warren, William, Stoke by Clare, Suffolk Aug 12 Emmet & Co, Bloomsbury sq

Webster, Stanley, Bolton Aug 6 J & W Balshaw, Bolton

Williams, Richard Woolstanton, Staffs Aug 7 Whittingham, Nantwich

Willis, Elizabeth, County Asylum, Exminster, Devon July 31 Bone & Co, Devonport

Woodcock, Charles, Bradford Aug 5 Cottam, Ludlow

London Gazette.—Tuesday, July 9.

Allen, Richard, Ty to Maen, St Mellons, Mon Aug 15 Barham & Son, Bridgwater

Argüelles, Don Roberto, Huacho, Peru Nov 1 McDiarmid & Hill, Newman's ct, Cornhill

Baker, Thomas, Scarborough, Innkeeper July 28 Watts & Co, Scarborough

Barber, George, Cursitor st, Printer Aug 20 Indermaur & Brown, Chancery ln

Bayley, Daniel, Chertsey Aug 1 Le Brasseur & Oakley, New ct, Lincoln's inn

Bentley, William, Holbeck, Leeds July 30 Bulmer & Lawson, Leeds

Butler, Hannah Ann, Wednesbury Aug 1 Manby & Brevitt, Wolverhampton

Calvert, John Henry, Masham, Yorks, Solicitor July 31 Edmundson & Gowland, Masham

Collingridge, Frances Mary, Brockley rd Aug 9 Griffith & Gardiner, Old Serjeant's inn, Chancery ln

Cox, Samuel Harley, Birmingham Aug 17 Wright & Marshall, Birmingham

Dixon, Joseph, Gt Grimsby, Merchant's Traveller Aug 15 Barker, Gt Grimsby

Fisher, Jessie, Gt Yeldham, Essex Aug 10 Avory, Old Bailey

Fitton, James, Newton Heath, Manchester, Beerhouse Keeper July 31 Rowland, Manchester

Grime, James, Hyde, Chester, Engineer Sept 14 T & A L Brownson, Hyde

Harris, Susannah, Stamford, Lincs July 18 Atter, Stamford

Heard, Edwin, East Dulwich Aug 10 Loyd, North rd, Clapham

Helm, Robert, Blaenau Festiniog July 30 Jones & Davies

Hill, Jonathan, Bath, Bank Clerk Sept 5 Rooke & Macdonald, Bath

Howarth, John, Sowerby, nr Halifax, Warehouseman Aug 10 Longbotham & Son, Halifax

Hudson, George, Thornaby on Tees, Yorks, Labourer Sept 2 Watson & Co, Stockton on Tees

Jebb, Joshua Gladwyn, Retford, Notts Sept 4 Budd & Co, Bedford row

Lawson, Jane, Manchester Aug 17 Lawson & Co, Manchester

Longshaw, James, Liverpool, Chemist Aug 30 Rees & Hindley, Liverpool

Mackenzie, Dorothea, Eltham, Kent Aug 8 Budd & Co, Austin Friars

MacSwiney, Mary, Holland Pk, Kensington Aug 6 Cole & Jackson, Essex st, Strand

Miller, John, Birkenhead, Butcher, Aug 30 Rees & Hindley, Liverpool

Mills, John, Stalybridge, Chester Aug 12 Simister, Stalybridge

Moir, George Gordon, Reigate, Lieutenant Aug 10 Keen & Co, Knightrider st

Pearson, George, North Cowton, Yorks, Farmer Aug 31 Elliot, Stockton on Tees

Powney, Henry Vaughan, Boscombe Aug 16 Faithfull & Davy, Winchester

Swift, John, Manchester, Fruiterer July 31 Heath & Sons, Manchester

Taylor, John Lancelot Cavendish, Rue Edmond Valentin, Paris July 16 Woodard & Co, Billiter st

Tindall, Julia, Spitchwick, nr Ashburton, Devon Sept 2 Birch & Son, Exeter

TROWER, AUGUSTA, Welwyn, Herts Aug 7 Leman & Co, Lincoln's inn fields
WEBB, MARION BISHOP, Gosport, Hants Aug 15 Blake & Co, Portsmouth
WHITEHEAD, WILLIAM, Hyson Green, Nottingham, Carrier July 23 Masser & Co, Nottingham
WILLIAMS, FRANCIS, Abergavenny Aug 1 Baker, Abergavenny
WILSON, GEORGE, Tinwell, Farmer Aug 6 Atter, Stamford, Lincs
WILSON, RACHAEL, Blackpool Aug 6 Scholes, Manchester
WRIGHT, JOHN, Darfield, Yorks, Draper Aug 13 Bury & Walker, Barnsley

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 5.

ADJUDICATION ANNULLED.

WILLIAMSON, JOHN HENRY, Bristol, Wheelwright Bristol Adjud June 14, 1898 Annul June 28, 1901

London Gazette.—TUESDAY, July 9.

RECEIVING ORDER RESCINDED.

BRIGGS, LAVINIA, Bradford, Dressmaker Bradford Rec Ord March 13 Resc July 4

London Gazette.—FRIDAY, July 12.

RECEIVING ORDERS.

ARNIT, EDWARD, Kingston upon Hull, Fish Merchant Kingston upon Hull Pet July 9 Ord July 9
BARON, THOMAS, Newcastle under Lyme, Provision Merchant Hanley Pet July 1 Ord July 5
BECK, HARRY, Leicester, Warehouseman Leicester Pet July 10 Ord July 10
BOWEN, DAVID DANIEL, Marian Glas, Anglesey, Grocer Bangor Pet July 6 Ord July 6
BURNHAM, LLEWELLYN LYONS, Northiam, Sussex, Tailor Hastings Pet July 8 Ord July 8
BUSSEY, FRED, jun, Stockton on Tees Stockton on Tees Pet July 8 Ord July 8
CLARKE, GEORGE HENRY, Manchester, Grey Cloth Merchant Manchester Pet July 9 Ord July 9
COLLINGS, HENRY, HERBERT COLLINGS, SYDNEY COLLINGS, and JOHN JAMES BUEGO, Philpot ln, Merchants High Court Pet July 8 Ord July 8
CORDING, ALBERT, Maidstone, Newsagent Maidstone Pet July 9 Ord July 9
DRUCKER, ADOLPHUS, Curzon st High Court Pet March 6 Ord July 9
EDWARDS, ALFRED JAMES, Tonypandy, Glam, Fish Merchant Pontypridd Pet July 9 Ord July 9
FRYER, JOHN, Middlesborough, Greengrocer Middlesborough Pet July 8 Ord July 8
GOODHAND, FREDERICK ARTHUR, Manchester, Grey Cloth Agent Manchester Pet July 9 Ord July 9
HINGE, HENRY EDWARD, West Ferry rd, Millwall High Court Pet July 9 Ord July 9
LAMBERT, WESTON, Sheffield, Builder Sheffield Pet June 24 Ord July 8
LAWSON, MORDAUNT, Evening Hill, near Thursby, Cumberland, Merchant Carlisle Pet July 9 Ord July 9
LINNELL, JOHN GOODMAN, Bugsworth, Derby, Wine Manufacturer Stockport Pet July 8 Ord July 8
MCKEAND, PERCY, and CHARLES DANUM MCKEAND, Stockport, Leather Merchants Stockport Pet July 10 Ord July 10
MEARS, FRANCIS D'OYLEY, Mavals, nr Swansea, Coal Merchant Swansea Pet July 9 Ord July 9
MILLS, WILLIAM, Old Trafford, nr Manchester, General Engineer Salford Pet July 8 Ord July 8
MOORING, WILLIAM, Scarborough, Labourer Scarborough Pet July 9 Ord July 9
MOSS, WILLIAM, Ashton under Lyne, Hay Dealer Ashton under Lyne Pet June 22 Ord July 5
PARSONSON, JOSEPH MARSDEN, Coleman st High Court Pet May 23 Ord July 10
PILLEY, THOMAS WILLIAM, Old Trinity House, Water ln, Chemist High Court Pet June 13 Ord July 10
PRICE, ALBERT, Stourbridge Stourbridge Pet June 25 Ord July 8
ROSKIN, L, Newbridge, Mon, Boot Dealer Newport, Mon Pet June 17 Ord July 8
SHIRES, THOMAS, Wakefield, Stationer Wakefield Pet July 8 Ord July 8
STAFFORD, FREDRICK, North Evington, Leicester, Plasterer Leicester Pet July 8 Ord July 8
THOMAS, HUGH SHADRACH, Llanerchymedd, Anglesey, Draper Bangor Pet July 6 Ord July 6
TIERNEY, JOHN, Byker, Newcastle on Tyne, Labourer Newcastle on Tyne Pet July 8 Ord July 8
TOMSETT, ANNIE, Maidstone, Innkeeper Maidstone Pet July 9 Ord July 9
TOPP, HERBERT MARTIN, Shirley, nr Southampton, Butcher Salisbury Pet June 22 Ord July 9
WAKEFIELD, MATTHEW HENRY, Cheltenham, Furniture Dealer Cheltenham Pet July 1 Ord July 10
WILKINS, CAROLINE RIVERS, Forest Hill Greenwich Pet June 11 Ord July 9
YOUNG, HENRY, Clayton ter, Archway rd, Upper Holloway, Dairyman High Court Pet June 10 Ord July 8

FIRST MEETINGS.

BALLAN, H, James st, Cannon st rd, Grindery Dealer July 19 at 2.30 Bankruptcy bldgs, Carey st
BANNISTER, JOHN, Matlock Bank, Derbys, Plumber July 20 at 11 Off Rec, 47, Full st, Derby
BARON, THOMAS, Newcastle under Lyme, Provision Merchant July 19 at 11.45 North Stafford Hotel, Stoke upon Trent
CAPLE, WILLIAM AMBROSE, Leicester, Painter July 19 at 12.30 Off Rec, 1, Berridge st, Leicester
CHANCE, JOHN ROBERT CLAYTON, Altenburg gdns, Lavender Hill July 19 at 11.30 24, Railway app, London Bridge
COLLINGS, HENRY, HERBERT COLLINGS, SYDNEY COLLINGS, and JOHN JAMES BUEGO, Philpot ln, Merchants July 19 at 12 Bankruptcy bldgs, Carey st
CORDING, ALBERT, Maidstone, Newsagent July 31 at 10.30 9, King st, Maidstone
DICKENS, CHARLES, Sheffield. File Grinder July 19 at 12 Off Rec, Figtree ln, Sheffield
DOUGHTY & DEVEREUX, Brook st, Hanover sq, Tailors July 22 at 12 Bankruptcy bldgs, Carey st
ELLIS, FRANK ERNEST WATTS, Cardiff, Tobacconist July 20 at 11 117, St Mary st, Cardiff
HOOL, SUSANNA, Roose, Barrow in Furness, Licensed Victualler July 26 at 11.1 Off Rec, 16, Cornwallis st, Barrow in Furness
JAMES, DAVID OWEN, Williamstown, nr Penygraig, Glam, Coal Miner July 19 at 3 135, High st, Merthyr Tydfil
KNAGG, ALFRED, Barrow in Furness, Job Lot Buyer July 26 at 11.4 Off Rec, 16, Cornwallis st, Barrow in Furness
LEESON, FREDERICK, Nuneaton, Grocer July 19 at 12 Off Rec, 17, Hertford st, Coventry
MARCHANT, SAMUEL, Liverpool, Soft Soap Manufacturer July 24 at 12 Off Rec, 35, Victoria st, Liverpool
MONK, FRANCIS H E, Streathbourne rd, Upper Tooting July 19 at 12.30 24, Railway app, London Bridge
MOORING, WILLIAM, Scarborough, Labourer July 22 at 12 74, Newborough, Scarborough
MYERS, GEORGE HENRY, Abbey gdns, St John's Wood, Farmer July 22 at 12 45 Parris, 65, High st, Tunbridge Wells
RILEY, WILLIAM ARTHUR, Draycott, Derby, Corn Merchant July 20 at 11.30 Off Rec, 47, Full st, Derby
ROSE, MAURICE, Bounces rd, Lower Edmonton, Draper July 19 at 12 Off Rec, 95, Temple chmbrs, Temple av
SAMUELS, JACOB, Battersea Park rd, Tailor July 22 at 12.30 24, Railway app, London Bridge
SELMAN, MAURICE LEWIS, Lewisham High rd, Tailor July 22 at 11.30 24, Railway app, London Bridge
SHIRES, THOMAS, Wakefield, Stationer July 19 at 11 Off 6, Bond ter, Wakefield
SMITH, THOMAS GILES, Cheltenham, Grocer July 20 at 2.30 County Court bldgs, Cheltenham
STAFFORD, FREDERICK, North Evington, Leicester, Plasterer July 19 at 3 Off Rec, 1, Berridge st, Leicester
TAYLOR, WILLIAM C, Westbourne Park rd July 24 at 12 Bankruptcy bldgs, Carey st
TOMSETT, ANNIE, Maidstone, Innkeeper July 31 at 11 9, King st, Maidstone
TOPP, HERBERT MARTIN, Shirley, nr Southampton, Butcher July 19 at 12 Off Rec, Endless st, Salisbury
WHITE, WILLIAM, 6t Portland st, Licensed Victualler July 22 at 2.30 Bankruptcy bldgs, Carey st
WILLIAMS, HENRY, Abingdon, Berks, Saddler July 19 at 12 1, St. Aldate's, Oxford

ADJUDICATIONS.

ARNIT, EDWARD, Kingston upon Hull, Fruit Merchant Kingston upon Hull Pet July 9 Ord July 9
BALLAN, HARRIS, James st, Cannon st rd, Grindery Dealer High Court Pet July 4 Ord July 9
BARON, THOMAS, Newcastle under Lyme, Provision Merchant Hanley Pet July 1 Ord July 5
BECK, HARRY, Leicester, Warehouseman Leicester Pet July 10 Ord July 10
BUCKINGHAM, CHARLES, Luton, Straw Hat Manufacturer Luton Pet July 3 Ord July 8
BUSSEY, FRED, jun Stockton on Tees Stockton on Tees Pet July 8 Ord July 8
CLARKE, GEORGE HENRY, Broom Edge, Lymm, Cheshire. Grey Cloth Merchant Manchester Pet July 9 Ord July 9
COLLINGS, HENRY, HERBERT COLLINGS, SYDNEY COLLINGS, and JOHN JAMES BUEGO, Philpot ln, Merchants High Court Pet July 8 Ord July 8
EDWARDS, ALFRED JAMES, Tonypandy, Glam, Fish Merchant Pontypridd Pet July 9 Ord July 9
FRYER, JOHN, Middlesborough, Greengrocer Middlesborough Pet July 8 Ord July 8
GOODHAND, FREDERICK ARTHUR, Manchester, Grey Cloth Agent Manchester Pet July 9 Ord July 9
JOHNSON, THOMAS JOSEPH, Birmingham, Licensed Victualler's Manager Birmingham Pet June 19 Ord July 8
LINNELL, JOHN GOODMAN, Bugsworth, Derby, Wine Manufacturer Stockport Pet July 8 Ord July 8
LANGGAARD, JENS HENRY, Liverpool, Master Mariner Liverpool Pet April 17 Ord July 10
MANN, THOMAS, Luton, Straw Hat Manufacturer Luton Pet July 4 Ord July 8
MEARS, FRANCIS D'OYLEY, Swansea, Coal Merchant Swansea Pet July 9 Ord July 9
MIDLANE, ALBERT, Newport, I of W, Ironmonger Newport Pet June 21 Ord July 8
MILLS, WILLIAM, Old Trafford, nr Manchester, General Engineer Salford Pet July 8 Ord July 10
MOORING, WILLIAM, Scarborough, Labourer Scarborough Pet July 9 Ord July 9
MOSS, WILLIAM, Ashton under Lyne, Hay and Straw Dealer Ashton under Lyne Pet June 22 Ord July 8
PHILIPS, DANIEL, Tavistock sq, Commission Agent High Court Pet May 7 Ord July 8
POOK, CHARLES OLIVER, Greenwich, Solicitor Greenwich Pet May 13 Ord July 9
PRICE, ALBERT, Stourbridge Stourbridge Pet June 25 Ord July 10
REYNOLDS, GEORGE, Newport, I of W, Stationer Newport Pet June 26 Ord July 9
SELMAN, MAURICE, LEWIS, Lewisham High rd, Tailor Greenwich Pet June 11 Ord July 9
SHIRES, THOMAS, Wakefield, Stationer Wakefield Pet July 8 Ord July 8
STAFFORD, FREDRICK, North Evington, Leicester, Plasterer Leicester Pet July 8 Ord July 8
TEASDALE, THOMAS, St Ann's villas, Holland pk High Court Pet Feb 25 Ord July 8
THOMAS, HUGH SHADRACH, Llanerchymedd, Anglesey, Clothier and Draper Bangor Pet July 6 Ord July 6
TOMSETT, ANNIE, Maidstone Innkeeper Maidstone Pet July 9 Ord July 9
WISEMAN, WALTER, Birmingham, Timber Merchant Birmingham Pet May 7 Ord July 8

London Gazette.—TUESDAY, July 16.

RECEIVING ORDERS.

ATKIN, TOM, Bridlington, Yorks, Builder Scarborough Pet July 11 Ord July 11
BALLEY, WILLIAM, Hungerford, Berks, Cycle Manufacturer Newbury Pet June 29 Ord July 11
BARKER, JOHN, Leeds, Joiner Leeds Pet July 12 Ord July 12
BIBBROWN, ROBERT JAMES, Silverdale, Lancs, Grocer Preston Pet July 11 Ord July 11
BRIL, MOISE, Church ln, Whitechapel, Printer High Court Pet July 13 Ord July 13
CADE, THOMAS, Lincoln, Roper Lincoln Pet July 10 Ord July 10
COOPER, RICHARD, Oldbury, Worcester, Grocer West Bromwich Pet July 13 Ord July 13
CRUTCHLEY, FREDERICK CHARLES, Northampton, Confectioner Northampton Pet June 14 Ord July 10
DIKON, FRANK, Alexandra Park rd, Muswell Hill, Mercantile Clerk High Court Pet July 12 Ord July 12
DOUGLAS, WILLIAM, Higher Broughton, nr Manchester, Slipper Manufacturer Salford Pet July 10 Ord July 10
FIELD, CHARLES HENRY, and RICHARD ERNEST VENESS, Bury St Edmunds, Licensed Victuallers Bury St Edmunds Pet July 11 Ord July 11
FOX, GEORGE CLARKE, High st, Camden Town, Hosier High Court Pet June 24 Ord July 12
GARBUTT, TOM, Pickering, Yorks, Mechanical Engineer Scarborough Pet July 11 Ord July 11
GETHING, JOHN THOMAS, Birmingham, Gasfitter Birmingham Pet July 11 Ord July 11
HALL, ALFRED ELDRIDGE, St George's st, St George's in the East, Lamp Manufacturer High Court Pet July 13 Ord July 13
HARRISON, JOHN BRADBURY, Gt Grimsby, Fish Merchant Gt Grimsby Pet July 8 Ord July 8
HOLDSWORTH, ERNEST, Bradford, Commercial Traveller Bradford Pet July 12 Ord July 12
HUTCHINSON, JOSEPH, Newcastle on Tyne, Hay Dealer Newcastle on Tyne Pet July 12 Ord July 12
JOEL, S J, Fulham High Court Pet June 21 Ord July 12
JOHNSON, THOMAS, Harrogate, Grocer Preston Pet June 28 Ord July 12
KELLY, THOMAS, Huddersfield, Provision Darler Huddersfield Pet July 10 Ord July 10
KNIGHT, JAMES CLIFFORD, Kingston on Thames, Commercial Clerk High Court Pet July 12 Ord July 12
LEESE, NEHEMIAH, and WILLIAM JONES, Milton, Staffs, Oil Distillers Hanley Pet June 27 Ord July 9
LEVI, HYAM, Birmingham, Tailor Birmingham Pet June 15 Ord July 11
LIDDINGTON, FREDERICK WILLIAM, Rugby, Cattle Dealer Coventry Pet July 1 Ord July 12
LISTER, JAMES GEORGE, Mirfield, Yorks Dewsbury Pet July 10 Ord July 10
MONTAGUE, JAMES JOSEPH, Hastings, Picture Frame Maker Hastings Pet July 11 Ord July 11
PRESTON, WILLIAM THOMAS, Small Heath, Birmingham, Greengrocer Birmingham Pet July 12 Ord July 12
PURVES, ANDREW, Wolverhampton, Grocer Wolverhampton Pet July 12 Ord July 13
RENSHAW, GEORGE, Nottingham, Grocer Nottingham Pet July 12 Ord July 12
ROBSON, ISABELLA JANE, Liverpool, Licensed Victualler Liverpool Pet July 12 Ord July 12
RUTTER, WILLIAM F, Grays, Essex, Draper Chelmsford Pet June 19 Ord July 10
SCOTT, ELIJAH, Darfield, Yorks, Coal Miner Barnsley Pet July 12 Ord July 12
SMITH, JAMES HENRY, East Greenwich, Engineer's Fitter Greenwich Pet July 12 Ord July 12
SPETCH, JAMES LINLEY, York, General Draper York Pet June 28 Ord July 12
STELL, MICHAEL, Bradford, Agent Bradford Pet June 24 Ord July 11
TASKER, THOMAS, Leeds Leeds Pet July 12 Ord July 12
WALTON, JAMES, Downham rd, Hackney, Glass Dealer High Court Pet July 13 Ord July 13
WILDE, JOHN RICHARD, Burton Stores Hotel, Flints, Commercial Traveller High Court Pet June 1 Ord July 11
WILLIS, WILLIE, and JAMES PEGG, Peckham, Carmen High Court Pet July 12 Ord July 12
WOODHAMS, RASON, Littlehampton, Miller Brighton Pet July 11 Ord July 11

Amended notice substituted for the Notices published in the London Gazettes of April 19 and May 7:

WRIGHT, BENJAMIN BOLTON, Fallowfield, nr Manchester, Builder Manchester Pet March 14 Ord April 15

FIRST MEETINGS.

ANDREWS, HERBERT, Peterborough July 23 at 12 Off Rec, 31, Silver st, Lincoln
ARNIT, EDWARD, Kingston upon Hull, Fish Merchant July 23 at 11 Off Rec, Trinity House ln, Hull
BURNHAM, LLEWELLYN LYONS, Northiam, Sussex, Tailor July 23 at 12 County Court Office, 24, Cambridge rd, Hastings
CADE, THOMAS, Lincoln, Roper July 23 at 12.30 Off Rec, 31, Silver st, Lincoln

CHAPMAN, HENRY FREDERICK, Oby, Norfolk, Farmer July 23 at 12 Off Rec, 8, King st, Norwich
CRUTCHLEY, FREDERICK CHARLES, Northampton, Confectioner July 24 at 12 Off Rec, Bridge st, Northampton
DANDO, JOSEPH, Cannock, Staffs, Fruiterer July 23 at 11.30 Off Rec, Wolverhampton
DAVIES, GEORGE, Bilston, Staffs, Furnace Builder July 23 at 11 Off Rec, Wolverhampton
DEWITT, GEORGE, Eastbourne, Furniture Dealer July 23 at 2 Coles & Sons, Seaside rd, Eastbourne
DRUCKER, ADOLPHUS, Curzon st July 23 at 2.30 Bankruptcy bldgs, Carey st
EDWARDS, GEORGE, Liscard, Vaccination Officer July 24 at 2 Off Rec, 35, Victoria st, Liverpool
ELKINS, ALFRED, Sutton, Builder July 23 at 11.30 24, Railway app, London Bridge
FOX, GEORGE CLARKE, High st, Camden Town, Hosier July 25 at 2.30 Bankruptcy bldgs, Carey st
HARRISON, JOHN BRADBURY, Gt Grimsby, Fish Merchant July 23 at 11 Off Rec, 15, Osborne st, Gt Grimsby
HINGE, HENRY EDWARD, Westferry rd, Millwall July 23 at 2.30 Bankruptcy bldgs, Carey st
HOLDSWORTH, ERNEST, Bradford, Commercial Traveller July 24 at 11 Off Rec, 31, Manor row, Bradford
HOWARD, WALTER CHARLES, Abbots Ripton, Grocer July 23 at 2.30 Golden Lion Hotel, St Ives
HUMPHREYS, WILLIAM GEORGE, Alvaston, Derbys July 27 at 11 Off Rec, 47, Full st, Derby
MANN, THOMAS, Luton, Straw Hat Manufacturer July 25 at 12 Chamber of Commerce, 53, George st, Luton
MORGAN, DANIEL, Rhymney, Mon, Draper July 25 at 12 135, High st, Merthyr Tydfil
MOSS, WILLIAM, Ashton under Lyne, Hay Dealer July 24 at 2.30 Off Rec, Byrom st, Manchester
OWEN, OWEN, Brynfoel, Barmouth, Merionetha, Builder July 23 at 11 Townhall, Aberystwith
PHILLIPS, JOB, Blaenavon, Mon, Draper July 24 at 12 135, High st, Merthyr Tydfil
PIGGOTT, HENRY, Maddox st, Regent st, Livery stable Keeper July 24 at 2.30 Bankruptcy bldgs, Carey st
REYNELS, JOHN WINSOR, Cardiff, Tobacconist July 24 at 12 Off Rec, 117, St Mary st, Cardiff
RUBERY, THOMAS HENRY, Handsworth, Staffs, Painter July 24 at 11 174, Corporation st, Birmingham
SCOTT, ALFRED THOMAS, Lydd, Kent, Jeweller July 23 at 12.15 County Court Office, 24, Cambridge rd, Hastings
SPETCH, JAMES LINLEY, York, Draper July 25 at 12.30 Off Rec, 28, Stonegate, York
STUART, GEORGE, Camden st, Camden Town, Builder July 29 at 12 Bankruptcy bldgs, Carey st
STELL, MICHAEL, Bradford, Agent July 25 at 11 Off Rec, 31, Manor row, Bradford
THOMAS, WILLIAM SAMUEL, and ARTHUR GASKIN THOMAS, Torquay, Fishmongers July 25 at 10.30 The Castle, Exeter
TIERNEY, JOHN, Byker, Newcastle on Tyne, Labourer July 23 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
TURNEY, SAMUEL, Edgbaston, Birmingham, Druggist July 24 at 10.30 Off Rec, Wolverhampton
WAKEFIELD, MATTHEW HENRY, Cheltenham, Furniture Dealer July 25 at 3.30 County Court bldgs, Cheltenham
WHITLOCK, JOHN LAWSON, Bristol, Tobacconist July 24 at 12 Off Rec, Baldwin st, Bristol

ADJUDICATIONS.

ANDREWS, HERBERT, Peterborough Lincoln Pet June 13 Ord July 9
ATKIN, TOM, Bridlington, Yorks, Builder Scarborough Pet July 11 Ord July 11
BARKER, JOHN, Leeds, Joiner Leeds Pet July 12 Ord July 12
BIRBROWN, ROBERT JAMES, Silverdale, Lancs, Grocer Preston Pet July 11 Ord July 11
BRIL, MOISE, Church in, Whitechapel, Printer High Court Pet July 13 Ord July 13
BRONTE, TOM EUGENE PRIDEAUX, AMBROSE WHITEHEAD, and ROBERT OLIVER, West Hartlepool, Contractors Sunderland Pet June 26 Ord July 10
CADE, THOMAS, Lincoln, Roper Lincoln Pet July 10 Ord July 10
COOPER, RICHARD, Oldbury, Worcester, Grocer West Bromwich Pet July 13 Ord July 13
CORDING, ALBERT, Maidstone, Kent, Newsagent Maidstone Pet July 9 Ord July 12
DIXON, FRANK, Alexandra Park rd, Muswell Hill, Mercantile Clerk High Court Pet July 12 Ord July 12
DOUGLAS, WILLIAM, Higher Broughton, nr Manchester, Slipper Manufacturer Salford Pet July 10 Ord July 13
FORSYTH, JOHN GEORGE, Bootle, Timber Merchant Liverpool Pet June 17 Ord July 11
GARBUTT, TOM, Pickering, Yorks, Mechanical Engineer Scarborough Pet July 11 Ord July 11
HALL, EDWIN JAMES, and HUGH JOHN HALL, Lesdenhall st, Oil Merchants High Court Pet June 19 Ord July 12
HARRISON, JOHN BRADBURY, Gt Grimsby, Fish Merchant Gt Grimsby Pet July 8 Ord July 8
HINGE, HENRY EDWARD, West Ferry rd, Millwall High Court Pet July 9 Ord July 13
HOLDSWORTH, ERNEST, Heaton, Bradford, Commercial Traveller Bradford Pet July 12 Ord July 12
KELLY, THOMAS, Huddersfield, Grocer Huddersfield Pet July 10 Ord July 10
LISTER, JAMES GEORGE, Mirfield Dewsbury Pet July 10 Ord July 10
MCKEAND, PERCY, and CHARLES DANUM MCKEAND, Stockport, Leather Merchants Stockport Pet July 10 Ord July 13
MONTAGUE, JAMES JOSEPH, Hastings, Picture Frame Maker Hastings Pet July 11 Ord July 11
MUDD, ARTHUR EDWIN, Groton, Suffolk, Farmer Ipswich Pet June 21 Ord July 12
OWEN, OWEN, Barmouth, Merionetha, Builder Abeystwith Pet May 31 Ord July 21
PARR, CHARLES, The Hop Exchange, Southwark, Solicitor High Court Pet June 27 Ord July 8
POSNO, JOSEPH MORRIS, Maidenhead High Court Pet April 23 Ord July 10
PRAGER, LOUIS, Hove, Sussex, Dentist Brighton Pet June 4 Ord July 11
RENNELS, JOHN WINSOR, Cardiff, Tobacconist Cardiff Pet June 19 Ord July 10
RENSHAW, GEORGE, Bulwell, Notts, Grocer Nottingham Pet July 12 Ord July 12
RUSHFORTH, MATTHEW, Bingley, Yorks Bradford Pet June 5 Ord July 11
SCOTT, ELIJAH, Darfield, Yorks, Coal Miner Barnsley Pet July 12 Ord July 12
SHORT, E F, Mount Pleasant, I of W Dorchester Pet Mar 20 Ord July 11
SMITH, JAMES HENRY, East Greenwich, Engineer's Fitter Greenwich Pet July 12 Ord July 12
SMITH, JOE, Wyke, Bradford, Spinner Bradford Pet June 8 Ord July 11
TEMPLETON, DAVID, Liverpool, Draper Liverpool Pet June 24 Ord July 11
WALTON, JAMES, Downham rd, Hackney, Glass Dealer High Court Pet July 12 Ord July 12
WILLIS, WILLIE, and JAMES PEGG, Peckham, Carmen High Court Pet July 12 Ord July 12
WOODALL, SARAH, Loudoun rd, St John's Wood High Court Pet May 6 Ord July 11

Amended notice substituted for that published in the London Gazette of May 7:

WRIGHT, BENJAMIN BOLTON, Fallowfield, nr Manchester, Builder Manchester Pet March 14 Ord May 2

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

SARGENT, THOMAS, Hotel Metropole, Northumberland av, late of the Cape Mounted Rifles High Court Rec Ord Jan 9, 1900 Adjud Feb 26, 1900 Resc and Annul July 11, 1901

ADJUDICATION ANNULLED.

SCALÉ, AMBROSE GOODS, Leigham Vale, Streatham, Jobmaster High Court Adjud April 2, 1900 Annul July 11, 1901

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